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**DEPARTMENT OF PUBLIC SOCIAL SERVICES**

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June 15, 2010

## ADOPTED

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

20 JUNE 15, 2010

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**RECOMMENDATION TO APPROVE A SOLE SOURCE CONTRACT BETWEEN LOS ANGELES  
COUNTY AND THE LOS ANGELES HOMELESS SERVICES AUTHORITY FOR SERVICES TO  
HOMELESS CalWORKs FAMILIES  
(ALL DISTRICTS – 3 VOTES)**

**SUBJECT**

The contract for the Homeless CalWORKs Families Project (HCFP) services provided by the Los Angeles Homeless Services Authority (LAHSA) will expire on June 30, 2010. A new three-year contract would ensure the continuation of services to homeless CalWORKs participants.

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Delegate authority to the Director of the Department of Public Social Services (DPSS) to execute and sign the attached sole source Contract between DPSS and LAHSA for the provision of HCFP services to homeless CalWORKs participants, effective July 1, 2010 through June 30, 2013. The three-year cost of this contract is \$6,015,756, with an Annual Maximum Contract Amount of \$2,005,252. Funding for the contract is included in the Fiscal Year (FY) 2010-11 Proposed Budget. Funding for future years will be included in the Department's annual budget requests.
2. Delegate authority to the Director of DPSS to prepare and sign contract amendments to comply with changes in federal, State, or County requirements and for any cumulative increase or decrease not to exceed 15 percent of the Maximum Contract Amount. The approval of the Chief Executive Office (CEO) and County Counsel will be obtained prior to executing such amendments, and the Director of DPSS will notify the Board in writing within ten (10) business days after execution.
3. Delegate authority to the Director of DPSS to provide Contractor with up to three advance payments per FY to cover Contractor's operational/administrative costs. Each advance payment will

not exceed one-twelfth of the contract amount or \$167,104 and County shall fully recoup all advances by June 30th of the current FY. Recoupment will begin in May of each respective FY.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

On June 7, 2007, the Board awarded a sole source contract to LAHSA to provide homeless assistance to CalWORKs families. LAHSA provided all management and administrative services necessary for the HCFP.

The contract with LAHSA will provide transportation, crisis intervention referrals, emergency shelter, transitional housing, emergency supplies (diapers, hygiene products, infant items, and clothing) and permanent housing resources to eligible families.

Eligibility will be determined by DPSS and the Department of Mental Health (DMH); and participants must meet at least one of the following criteria to participate in the program:

- 1) The participant must have an active CalWORKs case; or
- 2) The participant is currently in the HCFP, the CalWORKs case is terminated due to excess income, and the participant is in an open Post-Employment Services component; or
- 3) The participant is currently in the HCFP and the parent(s) becomes ineligible for cash aid due to Post Time-Limited (PTL) Services; the participant is in an open PTL Services component; and is in need of mental health services.

Approval of this contract will ensure the continuation of HCFP services to homeless CalWORKs families.

### **Implementation of Strategic Plan Goals**

These recommendations are consistent with the principles of the Countywide Strategic Plan Goal #2: Children and Families' Well-Being: Enhance economic and social outcomes through integrated, cost-effective and client-centered supportive services.

### **FISCAL IMPACT/FINANCING**

The Maximum Contract Amount for three years is \$6,015,756, with an Annual Maximum Contract Amount of \$2,005,252. The cost of the contract is fully funded with the CalWORKs Single Allocation. There is no additional net County cost after the required CalWORKs maintenance of effort is met.

California Government Code Section 11019.5(e) provides that the County, upon determining that an advance payment is essential for the effective implementation of particular programs, to the extent funds are available, and not more than three advance payments per FY, may advance to the affected local public agencies located within its jurisdiction, an amount not to exceed one-twelfth of the Annual Maximum Contract Amount (\$2,005,252), reimbursements, or subventions required for the delivery of services, pursuant to related federal and State law.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The purpose of this contract is to link homeless CalWORKs families with public benefits, mental health services and to assist them in finding permanent housing. The families must be aided on CalWORKs, and the adult on the case must be aided/time-limited, and employed or participating in Welfare-to-Work activities (to qualify for Single Allocation funding). LAHSA will assist CalWORKs families by providing transportation, crisis intervention referrals, emergency shelter, transitional housing, emergency supplies (diapers, hygiene projects, infant items, clothing), and permanent housing resources.

The contract is in compliance with all Board and CEO requirements and has been approved as to form by County Counsel.

The award of this contract will not result in unauthorized disclosure of confidential information and will be in full compliance with federal, State and County regulations.

The contract also requires that the Contractor consider hiring participants of the GAIN Program and General Relief Opportunities for Work Program.

### **CONTRACTING PROCESS**

This sole source contract will be executed in accordance with Title 45, Code of Federal Regulations, Part 74, and California Department of Social Services Regulation Section 23-650.1.14, which allows for non-competitive contracting with public agencies.

The Department has evaluated and determined that the Living Wage Program (County Code Chapter 2.201) does not apply as the recommended contract is not being awarded under the provisions of Chapter 2.121 of the County Code.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The contract will not infringe on the role of the County in relationship to its residents, and the County's ability to respond to emergencies will not be impaired. There is no change in risk exposure to the County. The contract will not result in reduced services.

### **CONTRACTOR PERFORMANCE**

LAHSA's performance is monitored through an evaluation of their Monthly Management Reports and quarterly monitoring for fiscal, administrative, and service delivery compliance. LAHSA's overall performance from July 2007 through March 2010 was satisfactory.

The current contract Performance Outcome Measures require that families be placed in emergency shelter within one day of the request and be transported to the DPSS and the DMH in a timely manner. From July 1, 2007 through December 31, 2009, the number of families who received emergency shelter services totaled 1,521; and families who received transportation services totaled 2,894. Through quarterly monitoring of case records, LAHSA continues to perform satisfactorily.

### **CONCLUSION**

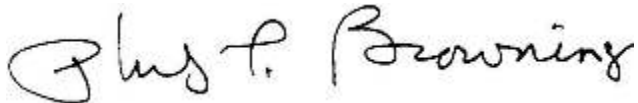
The Honorable Board of Supervisors

6/15/2010

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Upon Board approval, the Executive Officer, Board of Supervisors, is requested to return one (1) adopted stamped Board Letter.

Respectfully submitted,

A handwritten signature in black ink, reading "Philip L. Browning". The signature is written in a cursive, flowing style. The first name "Philip" is written with a large, stylized "P" that loops around the first few letters. The last name "Browning" is written in a more standard cursive script.

PHILIP L. BROWNING

Director

PLB:WC:srg

Enclosures

c: Chief Executive Officer  
County Counsel  
Executive Officer, Board of Supervisors

**DEPARTMENT OF  
PUBLIC SOCIAL SERVICES**



**CONTRACT  
BY AND BETWEEN  
COUNTY OF LOS ANGELES  
AND  
LOS ANGELES HOMELESS SERVICES AUTHORITY  
FOR  
HOMELESS CALWORKS FAMILIES PROJECT**

**Prepared By  
Department of Public Social Services  
Contract Management Division  
12900 Crossroads Parkway South  
City of Industry, CA 91746-3411**

**July 2010**

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**CONTRACT BY AND BETWEEN  
COUNTY OF LOS ANGELES  
AND  
LOS ANGELES HOMELESS SERVICES AUTHORITY  
FOR  
HOMELESS CALWORKS FAMILIES PROJECT**

This Contract and Exhibits are made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2010 by and between the County of Los Angeles hereinafter referred to as County and the Los Angeles Homeless Services Authority, hereinafter referred to as "Contractor". LAHSA is located at 453 South Spring Street, 12<sup>th</sup> Floor, Los Angeles, California 90013.

**RECITALS**

WHEREAS, Contractor is a local government agency and is qualified to provide emergency assistance intermediary services as set forth hereunder and warrants that it possesses the competence, expertise and personnel necessary to provide such services, and,

WHEREAS, County finds it necessary to secure such professional services; and

WHEREAS, County has determined that it is feasible to obtain such services by this Contract; and

WHEREAS, Contractor has agreed to provide County with such services and based upon non-competitive negotiations under the Title 45 Code of Federal Regulations, Part 74 (Administration of Grants) and State Department of Social Services regulations Chapter 23-650, Contractor has been selected for recommendation for award of this Contract; and

WHEREAS, this Contract is further authorized by California Government Code Sections 26227 and 31000 and Welfare and Institutions Code Section 11320 et seq.

**NOW THEREFORE**, the parties hereto agree as follows:

**1.0 APPLICABLE DOCUMENTS**

Attachments A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, and V as set forth below, are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, service or schedule, or the content or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and Attachments, or between Attachments, said conflict or inconsistency shall be resolved by giving precedence first to this Contract, and then to the Attachments according to the following priority:

- |              |  |
|--------------|--|
| Attachment A | Statement of Work and Technical Exhibits                       |
| Attachment B | Los Angeles Homeless Services Authority Budget                 |
| Attachment C | Contractor Invoice Format                                      |
| Attachment D | HCFP Monthly Management Report (MMR)                           |
| Attachment E | Participant Roster   |
| Attachment F | Bidders/Offeror's Non-Discrimination in Services Certification |

Attachment G	Certification of Compliance with the County's Defaulted Property Tax Reduction Program
Attachment H	Certificate of No Conflict of Interest
Attachment I	Charitable Contributions Certification
Attachment J	Contractor Employee Acknowledge and Confidentiality Agreement
Attachment K	Contractor Employee Jury Service Program Certification Form and Application for Exception and Contractor Employee Jury Service Ordinance
Attachment L	Contractor's EEO Certification
Attachment M	Contractor Process Civil Rights Complaints Flow Chart
Attachment N	Civil Rights Resolution Agreement Requirements
Attachment O	Civil Rights Training Report
Attachment P	Complaint of Discriminatory Treatment Form
Attachment Q	Contractor's Administration
Attachment R	County's Administration
Attachment S	Grounds for Rejection
Attachment T	Internal Revenue Notice 1015
Attachment U	Safely Surrendered Baby Law
Attachment V	Contractor's Obligations as a "Business Associate" Under Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH) (Business Associate Agreement)

This Contract and the Attachments hereto, constitute the complete and exclusive statement of understanding between the parties which supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Section 8.0, Standard Terms and Conditions, sub-section 8.1 – Amendments/Change Notices, and signed by both parties.

## 2.0 **DEFINITIONS**

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

**Board of Supervisors:** The Board of Supervisors is the governing body of the County of Los Angeles.

**Budget:** The document that details the Contractor's costs for providing services and is included in the Contract. Included in the Budget are the following:

- **Direct Costs** - Payroll, Employee Benefits (Medical, Dental, Life Insurance), Payroll Taxes, Insurance (Real, Personal, etc., as required by the Contract), Supplies, Applicable Taxes and other (specified).
- **Indirect Costs** - Management Overhead expenses; general and administrative

expenses are included and applied as follows:

- Management Overhead is applied to Salary, Employee Benefits and Payroll Taxes.
- General and Administrative expenses are applied to all labor cost and Management Overhead.
- **Total Cost to Contract Services** - The total cost of Direct and Indirect Costs.

**Contract:** Agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of the Statement of Work, Attachment A.

**Contract Manager:** The individual designated by the Contractor to administer the contract operations after the contract award.

**Contractor:** The sole proprietor, partnership, or corporation that has entered into a contract with the County to perform or execute the work covered by the Statement of Work, Attachment A.

**County Contract Administrator (CCA):** Person with responsibility to oversee the day to day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services, and other work provided by Contractor.

**County Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this contract that cannot be resolved by the County Contract Administrator.

**Day(s):** Calendar day(s) unless otherwise specified.

**Department of Public Social Services:** County department responsible for providing social, financial, and employment services to eligible persons in Los Angeles County.

**Director:** The Director of the DPSS, County of Los Angeles, or his/her Authorized Representative(s).

**Fiscal Year (FY):** The twelve (12) month period beginning July 1st and ending the following June 30th.

**Subcontractor:** An individual or business firm contracted with Contractor to perform all or part of the work defined in Statement of Work, Attachment A.

### **3.0 WORK**

- 3.1** Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth herein.
- 3.2** If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

- 3.3** Contractor shall establish and maintain sufficient accounting, internal control, financial reporting, and administrative capacity to effectively administer the services required by this contract. At a minimum, Contractor shall adhere to the standards set forth in the AUDITOR-CONTROLLER CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK, which is incorporated herein by reference and is available at [www.ladpss.org/dpss/contracts](http://www.ladpss.org/dpss/contracts).

#### **4.0 TERM OF CONTRACT**

- 4.1** The term of this Contract shall be three (3) years commencing on July 1, 2010 through June 30, 2013 after execution by County's Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2** The Contractor shall notify DPSS when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to DPSS at the address herein provided in Attachment R, County's Administration.

#### **5.0 CONTRACT SUM**

- 5.1** The Maximum Contract Amount of the Contract for the Homeless CalWORKs Families Projects is \$6,015,756.
- 5.2** The Annual Maximum Contract Amount of this Contract is \$2,005,252 for each fiscal year. The Contract shall not exceed \$2,005,252, hereinafter referred to as Annual Maximum Contract Amount in Attachment B, Los Angeles Homeless Services Authority Budget.
- 5.3** Contractor shall maintain an accounting system that segregates all funding received by funding source. DPSS funds received and disbursed for the Homeless CalWORKs Families Project (HCFP) program shall be coded with a designation specific to the HCFP program. Contractor shall provide cash balance reports for DPSS-HCFP funding upon request, which can be reconciled against Contractor's monthly bank statements.
- 5.4** Any interest earned on HCFP funds will be calculated and paid to DPSS on a quarterly basis. During the closeout process, any interest earned on HCFP funds will be calculated and paid to DPSS no later than July 25<sup>th</sup> of the following fiscal year.
- 5.5** Contractor shall submit all interest payments directly to:

Department of Public Social Services  
Attn: Sheri Ramirez-Garcia, County Contract Administrator  
Contract Management Division, Section IV  
12900 Crossroads Parkway South, 2<sup>nd</sup> Floor  
City of Industry, Ca 91746-3411

## **5.6 Advances and Settlements**

It is the intent of County to provide Contractor advance funds to enable Contractor to make payments and to cover Contractor's operational/administrative services.

**5.6.1** Contractor may submit up to three (3) invoices each fiscal year for advance payments for operational/administrative costs. Each invoice for advance payment shall not exceed one-twelfth of the Annual Maximum Contract Amount **(\$2,005,252)** of the current fiscal year, or **\$167,104**. The final invoice for advance payments shall be submitted no later than March of the current fiscal year and shall not exceed one-twelfth of the annual contract amount.

**5.6.2** County shall recoup all advances by June 30th of the current fiscal year, by offsetting the advances from the Contractor's invoices received in May and June of the current fiscal year. If any additional recouping is necessary after the invoice received in June (including the invoice of the first half of June) of the current fiscal year, Contractor shall pay the balance to the County within three (3) business days of the final determination by County, but not later than June 30th of the current fiscal year.

**5.7** The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.

**5.8** Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this contract. Upon occurrence of this event, Contractor shall send written notification to DPSS at the address to be provided by DPSS.

## **5.9 Invoices and Payments**

**5.9.1** From July 1, 2010 through June 30, 2013, or the current fiscal year, Contractor shall invoice County for service rendered pursuant to Statement of Work, Attachment A. County shall pay Contractor for the services pursuant to Section 5.0, sub-section 5.1 through 5.9.20.

**5.9.2** The Contractor shall invoice the County on a monthly basis, by the 25th day of each month for the previous month's actual costs of services rendered, using an invoice similar to that shown as Attachment C, Contractor Invoice Format. The invoice shall

specify the actual administrative and direct services costs, including motel/hotel housing vouchers, bus tokens and/or client supplies.

- 5.9.3** The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Statement of Work, Attachment A and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be as provided in Attachment B, Los Angeles Homeless Services Authority Budget, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing, no payment shall be due to the Contractor for that work.

**5.9.3.1** For invoicing purposes, the Contractor shall clearly identify this Contract as "Homeless CalWORKs Families Project". The invoice shall specify the actual administrative, operating and direct program costs.

- 5.9.4** If this Contract is awarded to a federal, State or local government agency, public university, public college or other public educational institution, Contract payment will be effected using an actual cost method of reimbursement.

- 5.9.5** Contractor shall prepare and submit monthly invoices in the format similar to Attachment C, Contract Invoice Format each in an original and one copy, to the County Contract Administrator (CCA) within twenty-five (25) calendar days following the end of the month which services were provided or payment may be delayed. Contractor shall submit its invoices to the attention of the CCA at the following address, and to such additional addresses as may be directed in writing from time to time by the CCA. The Contractor's invoices shall be priced in accordance with Attachment B, Los Angeles Homeless Services Authority Budget. The Contractor shall submit an original and one copy of the invoice, back-up documents and the Monthly Management Report to:

Department of Public Social Services  
Attn: Sheri Ramirez-Garcia, County Contract Administrator  
Contract Management Division, Section IV  
12900 Crossroads Parkway South, 2nd Floor  
City of Industry, CA. 91746-3411

- 5.9.6** After Contractor submits its final invoice, including any adjustments for prior months and if County determines that Contractor has been underpaid, County shall pay Contractor's approved final invoice within 30 calendar days of receipt of invoice and determination funds owed to Contractor. If County

determines that Contractor has been overpaid, Contractor shall pay County within 30 days of receipt of invoice. If Contractor does not agree on the amount owed, County and Contractor shall meet within 10 calendar days and resolve the disagreement.

**5.9.7** Contractor shall submit a partial month invoice for actual expenditures and services provided for the first 15 calendar days in June each fiscal year. Contractor shall provide the invoice no later than five calendar days after June 15. Any outstanding recoupment balances will be offset from said invoice.

**5.9.8** The final invoice for the current term of the contract shall be determined on an accrual basis, and submitted no later than July 15<sup>th</sup> or on the 15<sup>th</sup> of the month immediately following the termination month. County shall not be liable for any invoice received more than twenty (20) calendar days following final invoice due date.

**5.9.8.1** Contractor shall provide a final invoice, submitted on an accrual basis, for all of the services provided through June 30<sup>th</sup> or for the final month of the contract.

**5.9.8.2** DPSS shall process the final invoice within 30 days of receipt from Contractor.

**5.9.8.3** Contractor shall provide County with supporting reconciliation documents of payments made on the final invoice within 10 working days of receipt of payment from County.

**5.9.9** Prior to receiving final payment hereunder, Contractor shall submit a signed, written release discharging the County, its officers and employees, from all liabilities, obligations, and claims arising out of Contractor's performance, under the Contract, except for any claims specifically described in detail in such release.

**5.9.10** The County shall have no requirement for payment other than as set forth in this Contract, Attachment B, Budget Sheet.

**5.9.11** The Contractor's invoices shall contain the information set forth in Statement of Work, Attachment A describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

**5.9.12** All invoices submitted by the Contractor for payment must have the written approval of the County Contract Administrator prior to any issuance of payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. County shall make a reasonable effort to effect payment to Contractor within thirty (30) calendar days of receipt of an invoice which is accurate as to form and content.



- 5.9.13** Subject to the County's right to terminate earlier for convenience, which includes non-appropriation of funds, default of the Contractor, substandard performance of the Contractor, improper consideration given/offered to the County with respect to the award of this Contract, or breach of warranty to maintain compliance with the County's Child Support Compliance Program, the Contractor shall, upon receipt of notice of termination:
- 5.9.13.1** Immediately eliminate all new costs and expenses under this Contract. In addition, the Contractor shall immediately minimize all other costs and expenses under this Contract. The Contractor shall be reimbursed only for reasonable and necessary costs or expenses incurred after receipt of notice of termination and prior to termination date.
- 5.9.13.2** Promptly report to the County in writing all information necessary for the reimbursement of any outstanding claims and continuing costs.
- 5.9.14** Subject to non-appropriation of funds, default of the Contractor, substandard performance of the Contractor, improper consideration given/offered to the County with respect to the award of this Agreement, breach of warranty to maintain compliance with the County's Child Support Compliance Program, changes in legal requirements regarding contracting for services, and changes that eliminate or substantially reduce the County's legal requirements for services, Contractor shall, upon receipt of notice of termination, comply with the terms stated in 5.9.13.1 and 5.9.13.2 above.
- 5.9.15** Payment to the Contractor will be made monthly in arrears in the amounts specified in this Contract, provided that the Contractor is not in default under any provision of the Contract and has submitted a complete and accurate statement of payment due with documentation attached supporting the statement of payment due.
- 5.9.16** If this Contract is terminated for convenience of County, per Section 8.0, sub-paragraph 8.67 Termination for Convenience of County, Contractor shall not perform work after termination date of contract and County shall not be responsible for payment.
- 5.9.16.1** The County may delay the last payment due (plus the previous full month payment due if the last payment is for less than a full month) until six (6) months after the expiration of this Contract. The Contractor shall be liable for payment within thirty (30) days written notice of any liquidated damages or other offset authorized by this Contract not deducted from any payment made by County to Contractor.

**5.9.16.2** Prior to receiving final payment under this Contract, Contractor shall submit a signed written release discharging County, its officers and employees, from all liabilities, obligations and claims arising out of or under this Contract.

**5.9.17** Contractor may, with DPSS approval, reallocate funds among each of the budget categories as shown in Attachment B, Contractor's Budget, to a maximum of 10% of each budget category not to exceed the total contract amount as stated in Section 5.1.

**5.9.18** Contractor shall not exceed each fiscal year's annual budgeted amount of \$2,005,252. Unspent money from the current fiscal year shall not be rolled over to the following fiscal year.

**5.9.19** This Agreement is valid and enforceable only if sufficient funds are made available by the County Budget of the applicable fiscal year for the purposes of this Agreement.

**5.9.20** The County shall not be liable for billings submitted one (1) year after any services are rendered under this Contract.

## **6.0 ADMINISTRATION OF CONTRACT – COUNTY**

### **County Administrator**

A listing of all County Administration referenced in the following sub-paragraphs is designated in Attachment R, County's Administration. The County shall notify the Contractor in writing of any change in the names or addresses shown.

### **6.1 County Contract Administrator (CCA)**

The responsibilities of the County Contract Administrator (CCA) include:

1. ensuring that the objectives of this contract are met;
2. providing direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements;
3. meeting with Contractor's Project Manager on an as needed basis; and
4. monitoring any and all tasks, deliverables, goods, services, or other work provided by or on behalf of Contractor.

The CCA is not authorized to make any changes in any of the standard terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever. The CCA is responsible for overseeing the day-to-day administration of this Contract.

## **6.2 County's Contract Program Monitor**

The County's Program Monitor is responsible for monitoring the Contractor for contractual compliance and prepares monitoring reports for the Contract. The Contract Program Monitor reports to the County's Contract Administrator.

## **7.0 ADMINISTRATION OF CONTRACT – CONTRACTOR**

### **7.1 Contractor's Project Director**

**7.1.1** The Contractor's Project Director is designated in Attachment Q, Contractor's Administration. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Director.

**7.1.2** The Contractor's Project Director shall be responsible for Contractor's day-to-day activities as related to this contract and shall coordinate with CCA and County's Contract Project Monitor on a regular basis.

**7.1.3** The Contractor's Project Director must have a minimum three (3) years of case management experience, or experience substantially similar to these services. Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Director.

### **7.2 Approval of Contractor's Staff**

County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Project Director.

### **7.3 Contractor's Staff Identification**

**7.3.1** Contractor shall furnish and require every on-duty employee to wear a visible photo identification badge, identifying employee by name, and company. Such badge shall be displayed on employee's person at all times he/she is on duty.

**7.3.2** Contractor shall notify the County within one business day when staff is terminated from working on this contract. Contractor is responsible to retrieve and immediately destroy the staff's specified photo identification badge at the time of removal from the County contract.

**7.3.3** If County requests the removal of Contractor's staff, Contractor is responsible for retrieving and immediately destroying the Contractor employee's photo identification badge at the time of removal from working on the contract.

## **7.4 Background and Security Investigations**

- 7.4.1** Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation may include, but shall not be limited to, criminal conviction information obtained through fingerprints submitted to the California Department of Justice. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.
- 7.4.2** If a member of Contractor's staff does not pass the background investigation, County may request that the member of the Contractor's staff be immediately removed from performing services under the Contract at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.
- 7.4.3** County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County whose background or conduct is incompatible with County facility access.
- 7.4.4** Disqualification of any member of Contractor's staff, pursuant to this sub-section 7.4, shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

## **7.5 Confidentiality**

- 7.5.1** Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 7.5.2** Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this sub-section 7.5, as determined by County in its

sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this sub-section 7.5 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

**7.5.3** Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

**7.5.4** Contractor shall cause each employee performing services covered by this Contract to sign and adhere to the provisions of the "Contractor Employee Acknowledgment and Confidentiality Agreement", Attachment J.

**-AND-**

**7.5.5** Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to the provisions of the "Contractor Non-Employee Acknowledgment and Confidentiality Agreement", Attachment J-1.

## **8.0 STANDARD TERMS AND CONDITIONS**

### **8.1 AMENDMENTS/CHANGE NOTICES**

**8.1.1** For any change which materially affects the scope of work, term, contract sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the Director of DPSS and the Contractor.

**8.1.2** The County's Board of Supervisors or Chief Executive Officer (CEO) or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or CEO. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the DPSS Director.

**8.1.3** The County's Board of Supervisors, may at their sole discretion, authorize an extension of time to the Contract where the

Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by the DPSS Director.

**8.1.4** The County reserves the right to initiate Change Notices and Amendments that do not affect the contract term, contract sum, or payments, or other material term of the Contract. All such changes shall be accomplished with an executed Change Notice signed by the Contractor and CCA.

**8.1.5** The DPSS Director may prepare and sign amendments to the Contract without further action by the County Board of Supervisors under the following conditions:

**8.1.5.1** Amendments shall be in compliance with applicable County, State and Federal regulations.

**8.1.5.2** DPSS Director may, without further action by County's Board of Supervisors prepare and sign amendments to this Contract which increase or decrease payments to Contractor which are commensurate with increases or decreases in the units of service being provided under this Contract under the following conditions:

1. County's total payments to Contractor shall not increase or decrease more than 15% per year; and
2. In the aggregate of 15% above the original contract amount during the term of this contract.

**8.1.5.3** DPSS shall obtain the approval of County Counsel and CEO for an amendment to this Contract.

**8.1.5.4** DPSS Director will file a copy of all amendments with the Executive Office of the County Board of Supervisors and CEO within fifteen (15) days after execution of each amendment.

**8.1.5.5** The County Board of Supervisors and the State of California have appropriated sufficient funds.

**8.1.5.6** Any increase in any specific administrative fees established under Section 5.0, Contract Sum, shall not exceed fifteen percent (15%) annually and must be fully financed by State and federal funds. Any negotiated Contract augmentations shall be for additional units of services or for additional and necessary services that are required in order for

Contractor to comply with changes in federal, State or County requirements.

## **8.2 ASSIGNMENT AND DELEGATION**

- 8.2.1** The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.
- 8.2.2** Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.
- 8.2.3** Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

## **8.3 AUDIT SETTLEMENT**

If, at any time during the term of the Contract or within five (5) years after the expiration or termination of the Contract, authorized representatives of County may conduct an audit of Contractor regarding the services provided to the County hereunder, and if such audit finds that the County's dollar liability for such services is less than payments made by County to the Contractor, then Contractor agrees that the difference, at the Director's discretion, shall be either: 1) repaid forthwith by the Contractor to County by cash payment, or 2) at the County's option, credited against any future payments due by the County, to the Contractor, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for services provided hereunder is

more than payments made by the County to the Contractor, then the difference shall be paid to Contractor by the County provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by County for the purpose of this Contract.

#### **8.4 AUTHORIZATION WARRANTY**

The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

#### **8.5 BUDGET REDUCTIONS**

In the event that the County Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract.

#### **8.6 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS (45 C.F.R. part 76)**

Contractor hereby acknowledges that the County is prohibited from Contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded Contracts. By executing this Contract, Contractor certifies that neither it nor any of its owners, officers, partners, directors, or other principals is currently suspended, debarred, ineligible, or excluded from securing federally funded Contracts. Further by executing this Contract, Contractor certifies that, to its knowledge, none of its Subcontractors, at any tier, or any owner, officer, partner, director or other principal of any Subcontractors is currently suspended, debarred, ineligible, or excluded from securing federally funded Contracts. Contractor shall immediately notify County in writing, during the term of this Contract, should it or any of its Subcontractors or any principals of either are suspended, debarred, ineligible, or excluded from securing federally funded Contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Contract upon which the County may immediately terminate or suspend this Contract.



## **8.7 CHANGES OF ADDRESS**

Either party can designate a new address by giving written notice to the other party.

## **8.8 CHILD/ELDER ABUSE/FRAUD REPORTING**

Contractor staff working on this Contract shall comply with California Penal Code (hereinafter "PC") Section 11164 et seq. and shall report all known and suspected instances of child abuse to an appropriate child protective agency, as mandated by these code sections. Child abuse reports shall be made by telephone to the Department of Children and Family Services hotline at (800) 540-4000 within three (3) business days and shall submit all required information, in accordance with the PC Code Sections 11166 and 11167.

**8.8.1** Contractor staff working on this Contract shall comply with California Welfare and Institutions Code (WIC), Section 15600 et seq. and shall report all known or suspected instances of physical abuse of elders and dependent adults either to an appropriate County adult protective services agency or to a local law enforcement agency, as mandated by these code sections. The Contractor staff working on this Agreement shall make the report on such abuse, and shall submit all required information, in accordance with the WIC Sections 15630, 15633 and 15633.5.

**8.8.2** Contractor staff working on this Contract shall also immediately report all suspected or actual welfare fraud situations to the County.

## **8.9 COLLECTIVE BARGAINING AGREEMENT**

To comply with California Department of Social Services Regulations Section 23-610 (d) (22), the Contractor agrees to provide to the County, upon request, a copy of any collective bargaining Contract covering employees providing services under the Contract.

## **8.10 COMPLAINTS**

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to user complaints. Within fifteen (15) business days after Contract effective date, the Contractor shall provide County with the Contractor's policy for receiving, investigating and responding to user complaints.

**8.10.1** The County Contract Administrator (CCA) will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.

**8.10.2** If the CCA requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days.

**8.10.3** If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.

The Contractor shall preliminarily investigate all complaints and notify the CCA of the status of the investigation within five (5) business days of receiving the complaint.

When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines. Copies of all written responses shall be sent to the CCA within three (3) business days of mailing to the complainant.

**8.11 COMPLIANCE WITH AUDITOR-CONTROLLER CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK**

The Los Angeles County Auditor-Controller Contract Accounting and Administration Handbook is incorporated herein by reference and available at [www.ladpss.org/dpss/contracts](http://www.ladpss.org/dpss/contracts). Contractor shall comply at a minimum with the requirements set forth in the Contract Accounting and Administration Handbook.

**8.12 COMPLIANCE WITH CIVIL RIGHTS LAW**

The Contractor shall abide by the provisions of Title VI and Title VII of the Federal Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act (ADA) of 1975, the Food Stamp Act of 1977, the Americans with Disability Act of 1990, WIC Section 1000, California Department of Social Services Manual of Policies and Procedures, Division 21, and other applicable federal and State laws to ensure that employment practices and the delivery of social services programs are nondiscriminatory. Under this requirement the Contractor shall not discriminate on the basis of race, color, national origin, ancestry, political affiliation, religion, marital status, sex, age, gender or disability. The Contractor shall sign and adhere to the "Bidder's/Offeror's Non-Discrimination in Services Certification" (Attachment F) and "Contractor's EEO Certification" (Attachment L).

In addition, Contractor shall abide by all provisions contained in the Civil Rights Training Handbook. The Civil Rights Training Handbook, which was developed in compliance with the Resolution Agreement between Los Angeles County and the Federal Office for Civil Rights of the Department of Health and Human Services, incorporates the Civil Rights requirements of the Agreement along with all other mandated federal and State requirements that must be adhered to by DPSS, its Contractors and Sub-contractors. They include, but are not limited to the following:

- Ensuring that public contact staff attend the mandatory DPSS-provided Civil Rights Training (Attachment O);

- Effectively identifying the participant's designated/preferred language. This can be accomplished by using the DPSS *Language Designation* form (PA 481) or similar form the contractors already have in place. (Note: Similar forms that the contractors use must be forwarded to DPSS for clearance);
- Ensuring that notices sent to participants are in their respective designated/preferred language;
- Providing interpreters so that DPSS can ensure meaningful access to services for all participants;
- Maintaining records that include any Civil Rights related correspondence pertaining to participants, and documenting in the records whether language services and ADA accommodations were provided;
- Ensuring that all complaints of discriminatory treatment, including alleged ADA violations, are listed on an internal complaint log; and
- Collecting data necessary to monitor compliance with Civil Rights requirements.

A copy of the Civil Rights Training Handbook may be obtained by contacting the County Contract Administrator.

## **8.13 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM**

### **8.13.1 Jury Service Program**

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Attachment K and incorporated by reference into and made a part of this Contract.

### **8.13.2 Written Employee Jury Service Policy**

**8.13.2.1** Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury

service with the Contractor or that the Contractor deduct from the employee's regular pay the fees received for jury service.

**8.13.2.2** For purposes of this sub-section 8.13.2, "Contractor" means a person, partnership, corporation, or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week or a lesser number of hours if:

- 1) The lesser number is a recognized industry standard as determined by the County, or
- 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-section 8.13.2 shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

**8.13.2.3** If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

**8.13.2.4** Contractor's violation of this sub-section of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

#### **8.14 CONFLICT OF INTEREST**

**8.14.1** No County employee whose position with the County enables such employee, to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

**8.14.2** The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Sub-paragraph shall be a material breach of this Contract.

#### **8.15 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST**

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

#### **8.16 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS**

Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet the

Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

## **8.17 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE**

The Supervision of Trustee and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the certification in Attachment I, the County seeks to ensure that all County Contractors which receive or raise charitable contributions comply with the California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either Contract termination or debarment proceedings or both. (County Code Chapter 2.202)

## **8.18 CONTRACTOR'S RESPONSIBILITY AND DEBARMENT**

### **8.18.1 Responsible Contractor**

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

### **8.18.2 Chapter 2.202 of the County Code**

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

### **8.18.3 Non-responsible Contractor**

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality,

fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

#### **8.18.4 Contractor Hearing Board**

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

#### **8.18.5 Subcontractors of Contractor**

These terms shall also apply to Subcontractors of County Contractors.

#### **8.19 CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW**

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. Department of Public Social Services will supply the Contractor with the poster to be used. The Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Attachment U of this Contract and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.



**8.20 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

**8.20.1** The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from County through contracts are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

**8.20.2** As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or CSSD Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

**8.21 COUNTY'S QUALITY ASSURANCE PLAN**

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other deductions as specified in this Contract.

**8.22 CONTRACTOR'S CERTIFICATION OF BILINGUAL STAFF**

Contractor must have a certification process in place to ensure that bilingual staff is proficient in oral and/or written communication in English and in the specified non-English language(s). Upon request, Contractor shall provide County with standards/process used to certify proficiency of bilingual staff.

**8.23 COUNTY AUDITING OF CONTRACTOR RECORDS**

Upon a minimum of twenty-four (24) hours' written notice, the County may audit, at the Contractor's place of business, any of the Contractor's records pertaining to the Contract, including all documents and information relating to the certified monitoring reports. The Contractor is required to maintain all such records in California until the expiration of four (4) years from the date of final payment under the Contract. Authorized agents of the County shall

have access to all such records during normal business hours for the entire period that records are to be maintained.

#### **8.24 COVENANTS AGAINST FEES**

Contractor warrants and represents that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained or employed by the Contractor for the purpose of securing business. For breach or violation of this warranty, the County shall have the right to terminate this Contract and recover the full amount of such commission, percentage, brokerage or contingent fee.

#### **8.25 CRIMINAL CLEARANCES**

**8.25.1** For the safety and welfare of the children to be served under this Agreement, Contractor agrees, as permitted by law, to ascertain arrest and conviction records for all current and prospective employees, independent Contractors, volunteers or subcontractors who may come in contact with children in the course of their work, volunteer activity or performance of the subcontract and shall maintain such records in the file of each such person.

**8.25.2** Contractor shall immediately notify County of any arrest and/or subsequent conviction, other than for minor traffic offenses, of any employee, independent Contractor, volunteer staff or Subcontractor who may come in contact with children while providing services under this Agreement when such information becomes known to Contractor.

**8.25.3** Contractor agrees not to engage or continue to engage the services of any person convicted of any crime involving harm to children, or any crime involving conduct inimical to the health, moral, welfare or safety of others, including but not limited to the offenses specified in Health and Safety Code, Section 11590 (offenses requiring registration as a controlled substance offender) those defined in the following Penal code sections or any other existing or future Penal Code sections which address such crimes: 261.5, 220, 243.4, 245, 264.1, 272, 273a, 273ab, 273d, 273g, 273.5, 286, 288, 288a, 290, 314, 368 (b), 647(a) (b), 647.6, and 667.5 (c).

#### **8.26 DAMAGE TO COUNTY FACILITIES, BUILDINGS, OR GROUNDS**

**8.26.1** The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor. Such repairs shall be made immediately after Contractor has become

aware of such damage, but in no event later than thirty (30) days after the occurrence.

- 8.26.2** If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand.

## **8.27 DISPUTES**

Any disputes between the County and the Contractor regarding the performance of services reflected in this Contract shall be brought to the attention of the CCA. If the CCA is not able to resolve the dispute, it shall be resolved by the DPSS Director or his designee, and the Director's or his designee's decision shall be final.

## **8.28 DISCLOSURE OF INFORMATION**

- 8.28.1** Contractor shall not disclose any details in connection with this Contract to any party, except as may be otherwise provided herein or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain it, County will not inhibit the Contractor from publicizing its role under the Contract within the following conditions:

- 8.28.2** Contractor shall develop all publicity material in a professional manner. During the course of performance on this Contract, the Contractor, its employees, agents, and Subcontractors shall not publish or disseminate commercial advertisements, press releases, opinions or feature articles, or other materials, using the name of the County without the prior written consent of the Director. In no event shall the Contractor use any material which identifies any individual by name or picture as an applicant for or participant of services provided by DPSS. Contractor may, without prior written permission of the County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided, however, that the requirements of this sub-section 8.28 shall apply.

- 8.28.3** The Contractor shall bring to the attention of the County Contract Administrator and/or County Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this contract. If the County Contract Administrator or County Project Director is not able to resolve the dispute, the Department Head, or designee shall resolve it.

## **8.29 EMPLOYEE SAFETY**

The Contractor will assure that the Contractor's employees:

- 8.29.1** Are covered by an effective Injury and Illness Prevention Program.

- 8.29.2** Receive all required general and specific training on employee safety.

**8.30 EMPLOYMENT ELIGIBILITY VERIFICATION**

- 8.30.1** The Contractor warrants that it fully complies with all federal and State statutes and regulations regarding the employment of aliens and others, and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations.

- 8.30.2** The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law. The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

**8.31 FACSIMILE REPRESENTATION**

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments/Change Notices prepared pursuant to sub-section 8.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

**8.32 FAIR LABOR STANDARDS**

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, deductions, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

### **8.33 FISCAL ACCOUNTABILITY**

Contractor shall adhere to strict fiscal and accounting standards and must comply with the Cost Principles of the Office of Management and Budget (OMB) Circular A-87, Cost Principles for States, Local, and Indian Tribal Governments; Circular A-122, Cost Principles for Non-Profit Organizations; and Circular A-133, Audits for States, Local Governments and Non-Profit Organizations.

### **8.34 FORCE MAJEURE**

**8.34.1** Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").

**8.34.2** Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

**8.34.3** In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

### **8.35 GOVERNMENT OBSERVATIONS**

Federal, State, County and/or research personnel, in addition to departmental contracting staff, may observe performance, activities, or review documents required under this Contract at any time during normal working hours. However, these personnel may not unreasonably interfere with the Contractor performance.

### **8.36 GOVERNING LAW, JURISDICTION, AND VENUE**

This Contract shall be governed by and construed in accordance with and governed by the laws of the State of California. Any reference to a specific

statute, regulation, or other law is deemed to include a reference to any amendment thereto as of the effective date of such amendment, further, this Contract shall be interpreted, and the parties' duties and obligations under this Contract shall be consistent with, any amendment to any applicable statute, regulation, or any other law which occurs after the effective date of this Contract. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles, California, Central Division.

#### **8.37 INDEMNIFICATION**

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Contract.

#### **8.38 INDEPENDENT CONTRACTOR STATUS**

**8.38.1** This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

**8.38.2** The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

**8.38.3** The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

**8.38.4** The Contractor shall adhere to the provisions stated in subsection 7.5, Confidentiality.

**8.39****GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE**

Without limiting the Contractor's indemnification of County and in the performance of this Contract, and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain, at its own expense insurance coverage satisfying the requirements specified in sub-sections 8.39 and 8.40 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

**8.39.1 Evidence of Coverage and Notice to County**

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor at any time.
- Certificates shall identify all required insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding \$50,000.00, and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

Department of Public Social Services  
Attn: Sheri Ramirez-Garcia, County Contract Administrator  
Contract Management Division, Section IV  
12900 Crossroads Parkway South, 2nd Floor  
City of Industry, CA 91746-3411

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

#### **8.39.2 Additional Insured Status and Scope of Coverage**

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

#### **8.39.3 Cancellation of Insurance**

Except in the case of cancellation for non-payment of premium, Contractor's insurance policies shall provide, and Certificates shall specify, that County shall receive not less than thirty (30) days advance written notice by mail of any cancellation of the Required Insurance. Ten (10) days prior notice may be given to County in event of cancellation for non-payment of premium.

#### **8.39.4 Failure to Maintain Insurance**

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach.

#### **8.39.5 Insurer Financial Ratings**

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.



**8.39.6 Contractor's Insurance Shall Be Primary**

Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

**8.39.7 Waivers of Subrogation**

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

**8.39.8 Subcontractor Insurance Coverage Requirements**

Contractor shall include all Subcontractors as insureds under Contractor's own policies, or shall provide County with each Sub-contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Subcontractor complies with the required insurance provisions herein, and shall require that each Subcontractor name the County and Contractor as additional insureds on the Subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Subcontractor request for modification of the Required Insurance.

**8.39.9 Deductibles and Self-Insured Retentions (SIRs)**

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

**8.39.10 Claims Made Coverage**

If any part of the Required Insurance is written on a claim made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

#### **8.39.11 Application of Excess Liability Coverage**

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

#### **8.39.12 Separation of Insureds**

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

#### **8.39.13 Alternative Risk Financing Programs**

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

#### **8.39.14 County Review and Approval of Insurance Requirements**

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

#### **8.39.15 SPARTA Program**

A County program, known as 'SPARTA' (Service Providers, Artisan and Tradesman Activities) may be able to assist potential Contractors in obtaining affordable liability insurance. The SPARTA Program is administered by the County's insurance broker, Municipality Insurance Services, Inc. For additional information, Proposers may call Municipality Insurance Services at (800) 420-0555, or can access their website directly at [www.2sparta.com](http://www.2sparta.com)

### **8.40 INSURANCE COVERAGE**

**8.40.1 Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

- 8.40.2 Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.
- 8.40.3 Workers' Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.
- 8.40.4 Sexual Misconduct Liability** insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.
- 8.40.5 Property Coverage** Contractors given exclusive use of County owned or leased property shall carry property coverage at least as broad as that provided by the ISO special causes of loss (ISO policy form CP 10 30) form. The County and its Agents shall be named as an Additional Insured and Loss Payee on Contractor's insurance as its interests may appear. Automobiles and mobile equipment shall be insured for their actual cash value. Real property and all other personal property shall be insured for their full replacement value.

## **8.41 LIQUIDATED DAMAGES**

- 8.41.1** If, in the judgment of the DPSS Director, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the DPSS Director, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted

from payments to the Contractor from the County, will be forwarded to the Contractor by the DPSS Director, or his/her designee, in a written notice describing the reasons for said action.

**8.41.2** If the DPSS Director determines that there are deficiencies in the performance of this Contract that the DPSS Director deems are correctable by the Contractor over a certain time span, the DPSS Director will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the DPSS Director may:

- a. Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or
- b. Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages shall be that which is specified in Attachment A, Technical Exhibit 12.2, Performance Requirements Summary (PRS) Chart, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or
- c. Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private Contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

**8.41.3** The action noted in sub-paragraph 8.41.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

**8.41.4** This Subsection shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or sub-paragraph 8.41.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

**8.42            LIMITATION OF COUNTY'S OBLIGATION DUE TO NON-APPROPRIATION OF FUNDS**

**8.42.1** The County's obligation is payable only and solely from funds appropriated for the purpose of this Contract.

- 8.42.2** Notwithstanding any other provision of this Contract, this Contract shall be effective and binding upon the parties only in the event that sufficient funds for the purpose hereof are appropriated by the State and by the County Board of Supervisors.
- 8.42.3** County shall immediately notify Contractor in writing of such non-appropriation at the earliest possible date.
- 8.42.4** In the event of non-appropriation of funds, procedures in Termination for Convenience of County, Section 8.66 shall apply.

**8.43 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PROGRAM**

This Contract is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code. Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining, or attempting to obtain certification as a Local Small Business Enterprise. Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

If Contractor has obtained County certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the Contract amount and what the County's costs would have been if the Contract had been properly awarded;
2. In addition to the amount described in paragraph 1 above, be assessed a penalty in an amount of not more than 10 percent of the amount of the Contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the County Office of Affirmative Action Compliance of this information prior to responding to a solicitation or accepting a contract award.

#### **8.44 MOST FAVORED PUBLIC ENTITY**

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any County, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

#### **8.45 NON-DISCRIMINATION AND AFFIRMATIVE ACTION**

**8.45.1** The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

**8.45.2** The Contractor shall certify to, and comply with, the provisions of Attachment L, Bidder's/Offerror's EEO Certification.

**8.45.3** The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

**8.45.4** The Contractor certifies and agrees that it will deal with its Subcontractors, bidders or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.

**8.45.5** The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

**8.45.6** The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this sub-section 8.45 when so requested by the County.

**8.45.7** If the County finds that any provisions of this sub-section 8.45 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

**8.45.8** The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671, as liquidated damages in lieu of terminating or suspending this Contract.

**8.46 NON EXCLUSIVITY**

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Contract shall not restrict DPSS from acquiring similar, equal or like goods and/or services from other entities or sources.

**8.47 NOTICE OF DELAYS**

Except as otherwise provided under this contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, that party shall, within one (1) day, give notice thereof, including all relevant information with respect thereto, to the other party.

**8.48 NOTICE OF DISPUTES**

The Contractor shall bring to the attention of the County Project Manager and/or County Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County Project Manager or County Project Director is not able to resolve the dispute, the DPSS Director, or designee shall resolve it.

**8.49 NOTICES TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

The Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015, Attachment T.

**8.50 NOTICES TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW**

**8.50.1** Contractor shall notify and provide to its employees, and shall require each Subcontractor (if any) to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby.

**8.50.2** The fact sheet is set forth in Attachment U, Safely Surrendered Baby Law, and is also available on the internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.”

**8.51 NOTICES**

The Contractor shall allow County representatives access to the Contractor’s employment records during regular business hours to verify compliance with the provisions of this sub-section 8.51 when so requested by the County.

**8.51.1 Notice of Meetings**

Contractor shall provide appropriate levels of staff at all meetings requested by the County. County will give five (5) business days prior notice to the Contractor of the need to attend such meetings. Contractor may verbally request meetings with the County, as needed, with five (5) business days advance notice. The advance notice requirement may be waived with the mutual consent of both the Contractor and the County.

**8.51.2 Delivery of Notices**

The Contractor shall allow County representatives access to the Contractor’s employment records during regular business hours to verify compliance with the provisions of this sub-section 8.51 when so requested by the County. Delivery of notices shall be accomplished by e-mail, facsimile, hand-delivery or enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in a United States Post Office or substation thereof, or any public mail box.

**8.51.3 Notices to the Contractor**

Any such notice and the envelope containing same notice shall be addressed to the Contractor at its place of business.

Michael Arnold, Executive Director  
Los Angeles Homeless Services Authority  
453 South Spring Street, 12<sup>th</sup> Floor  
Los Angeles, California 90013



#### **8.51.4 Notices to the County**

Notices and envelopes containing same notice to the County shall be addressed to:

Department of Public Social Services  
Attn: Carol Walker, Director  
Contract Management Division, Section IV  
12900 Crossroads Parkway South, 2nd Floor  
City of Industry, California 91746-3411

#### **8.51.5 Changes of Address**

Either party can designate a new address by giving timely written notice to the other party.

#### **8.51.6 Termination Notices**

In the event of suspension or termination of the Contract, written notices may also be given upon personal delivery to any person whose actual knowledge of such termination would be sufficient notice to the Contractor.

### **8.52 OWNERSHIP OF DATA/EQUIPMENT**

**8.52.1** The County shall be sole owner of all rights, titles and interests in any and all materials, software, software documentation, software tools, techniques, plans, reports, data and information which have been prepared, developed or maintained by Contractor pursuant to this Contract.

**8.52.2** County shall be sole owner of any equipment, including but not limited to, all computer hardware and software purchased under this Contract by Contractor or by County, which Contractor will use to fulfill its responsibilities pursuant to this Contract.

### **8.53 PERFORMANCE REQUIREMENTS**

If Contractor fails to meet the Contract requirements as specified in Technical Exhibit 12.1, Performance Requirements Summary (PRS) hereunder, County may take actions specified in the PRS for deficiencies and failures of performance. Failure of Contractor to take corrective action to cure Contract discrepancies within the time frames stated in the PRS may result in the County applying the provisions of sub-section 8.68, Termination for Default. This sub-section 8.53 shall not in any manner restrict or limit County's right to terminate this Contract for convenience per sub-section 8.67.

### **8.54 PROHIBITION AGAINST INDUCEMENT OR PERSUASION**

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party

shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

## **8.55 PROPRIETARY RIGHTS**

All materials, data and other information of any kind obtained from County and all materials, data, reports and other information of any kind developed by Contractor under this Contract are confidential to and are solely the property of County. Contractor shall take all necessary measures to protect the security and confidentiality of all such materials, data, reports and information. The provisions of this sub-section 8.55, shall survive the expiration or other termination of this Contract.

**8.55.1** Recognizing that County has no way to safeguard trade secrets or proprietary information, Contractor shall, and does, hereby keep and hold County harmless from all damages, costs, and expenses by reason of any disclosure by County of trade secrets and proprietary information. County shall not require Contractor to provide any technical information that is proprietary to it, except as is requested by County to successfully complete the services under the Contract.

**8.55.2** County shall not require Contractor to provide any information that is proprietary to it; provided, however, that if County requests Contractor proprietary information in order to successfully complete the services under this Contract, Contractor shall mark such information "PROPRIETARY" and County shall limit reproduction and distribution to the minimum extent consistent with County 's need for such information, and, when County no longer needs such information, but in no event later than expiration or other termination of this Contract, County shall either (1) cause all copies of such information to be returned to Contractor, or (2) certify to Contractor that all copies of such information have been destroyed.

## **8.56 PROVIDER COMPLIANCE**

**8.56.1** Mandatory standards and policies relating to energy efficiency in the state energy conservation plan, (title 24, California Administrative Code).

**8.56.2** Contracts in excess of \$10,000, requiring compliance with Section 306 of the Clean Air Act (42 USC 1857 (h), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15).

**8.56.3** Contracts in excess of \$10,000, requiring compliance with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR Part 60).

## **8.57 PUBLIC RECORDS ACT**

- 8.57.1** Any documents submitted by Contractor, all information obtained in connection with the County's right to audit and inspect Contractor's documents, books and accounting records pursuant to sub-section 8.59, Record Retention and Inspection/Audit Settlement of this Contract, as well as those documents which were required to be submitted in response to this Contract become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.
- 8.57.2** In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a bid marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

## **8.58 PUBLICITY**

The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain it, the County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director. The County shall not unreasonably withhold written consent.

The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that, the requirements of this sub-section 8.58 shall apply.

**8.59****RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT**

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Contract. County reserves the right to conduct record inspection and audits relating to this Contract with no advance notification to Contractor. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 8.59.1** In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.59.2** Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph 8.59.2 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 8.59.3** If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County may conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum

obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

**8.59.4** In addition to the above, the Contractor agrees that should the County or its authorized representatives determine, in the County's sole discretion, it is necessary or appropriate to review a broader scope of the Contractor's records (including, certain records related to non-County contracts) to enable the County to evaluate the Contractor's compliance with the County's Living Wage Program, that the Contractor shall promptly and without delay provide to the County, upon the written request of the County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to the County under this Contract, including without limitation, records relating to work performed by said employees on the Contractor's non-County contracts. The Contractor further acknowledges that the foregoing requirement in this subparagraph relative to Contractor's employees who have provided services to the County under this Contract is for the purpose of enabling the County in its discretion to verify the Contractor's full compliance with and adherence to California labor laws and the County's Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such materials and information prior to such time. All such materials and information shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such materials and information is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

**8.59.5** Other required documents to be retained include, but not limited to:

- Invoices/Check Stubs: Monthly and any supplemental invoices and DPSS reimbursement check stubs.
- Confidentiality Agreement: "Contractor Employee Acknowledgment & Confidentiality Agreement".
- Licenses: Fire Permit, Elevator License, if applicable, Business licenses and Certifications relating to Contractor's profession.
- Minutes of Performance Evaluation Meetings: The County

Contract Administrator (CCA) writes the minutes of any Performance Evaluation Meetings and shall provide to the Contractor for retention.

**8.59.6** The County, its Auditor-Controller or designee, hereby retains the right to conduct, during normal business hours, an audit and re-audit of the books, records, and businesses conducted by the Contractor and observe the operation of the business so that accuracy of the above records and any of the Contractor's invoices for services provided can be confirmed.

**8.59.6.1** All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if such material is located outside Los Angeles County, either (1) pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy or transcribe such material at such other location, or (2) pay to have such materials promptly returned to a Contractor facility located in Los Angeles County for examination by the County.

**8.59.6.2** Failure on the part of the Contractor to comply with the provisions of this sub-section 8.59 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

## **8.60 RECYCLED BOND PAPER**

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

## **8.61 REMOVAL OF UNSATISFACTORY PERSONNEL**

The County shall have the right, at its sole discretion, to require the Contractor to remove any employee from the performance of services under this Contract. At the request of the County, the Contractor shall immediately replace said personnel.

## **8.62 RULES AND REGULATIONS**

During the time that Contractor's employees or agents are at County facilities, such persons shall be subject to the rules and regulations of County facilities. It is the responsibility of Contractor to acquaint such persons, who are to provide services, with such rules and regulations. In the event that the County determines that an employee of Contractor has violated any applicable rule or regulation, the Director or designee shall notify Contractor and Contractor shall undertake such remedial or disciplinary measures as Contractor determines appropriate. If the problem is not thereby corrected, then Contractor shall permanently withdraw any of its employees from the provision of services upon receipt of written notice from Director or designee that: (1) such employee has

violated such rules or regulations; or (2) such employee's actions, while on County premises, indicate that the employee may adversely affect the delivery of County services. Upon removal of any employee, Contractor shall immediately replace the employee and continue services hereunder.

#### **8.63 SHRED DOCUMENTS**

Contractor shall ensure that all confidential documents/papers, as defined under State law (including, but not limited to Welfare & Institutions Code Sections 10850, 17006) relating to this Contract must be shredded and not put in trash containers when Contractor disposes of these documents/papers. All documents/papers to be shredded are to be placed in a locked or secured container/bin/box and labeled "shred" until they are destroyed. No confidential documents/papers are to be recycled. Documents for record and retention purposes in accordance with sub-section 8.59 of this Contract are to be maintained for a period of five (5) years.

#### **8.64 SUBCONTRACTING**

**8.64.1** The requirements of this Contract may not be subcontracted by the Contractor without the advance approval of the County. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract. If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:

- A description of the work to be performed by the subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

**8.64.2** The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.

**8.64.3** The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

**8.64.4** The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its subcontractors of this County right.

**8.64.5** The County Contract Administrator is authorized to act for and on behalf of the County with respect to approval of any subcontract

and subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.

**8.64.6** The Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

**8.64.7** The Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. The Contractor shall ensure delivery of all such documents to the following contact/address before any subcontractor employee may perform any work hereunder.

Department of Public Social Services  
Attn: Sheri Ramirez-Garcia, CCA  
Contract Management Division, Section IV  
12900 Crossroads Parkway South, 2nd Floor  
City of Industry, CA 91746-3411

**8.64.8** In the event that the County consents to subcontracting, Contractor shall include in all subcontracts, the following provision: "This contract is a subcontract under the terms of a prime contract with the County of Los Angeles. All representations and warranties shall inure to the benefit of the County of Los Angeles."

**8.65      TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

Failure of the Contractor to maintain compliance with the requirements set forth in sub-section 8.20, Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute a default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which County may terminate this contract pursuant to sub-section 8.68 "Termination for Default" and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

**8.66      TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Failure of Contractor to maintain compliance with the requirements set forth in sub-section 8.76 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within 10 days of



notice shall be grounds upon which County may terminate this Contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206

## **8.67 TERMINATION FOR CONVENIENCE OF COUNTY**

**8.67.1** This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County to be in its best interest. Termination of work hereunder shall be effected by delivery to the Contractor of a notice of termination specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than thirty (30) days after the notice is sent.

**8.67.2** After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work, as shall not have been terminated by such notice.

**8.67.3** For a period of five (5) years after final settlement under this Contract, the Contractor shall make available to the County, at all reasonable times, all its books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract with respect to the termination of work hereunder. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

## **8.68 TERMINATION FOR DEFAULT**

**8.68.1** The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County Project Director:

- Contractor has materially breached this Contract; or
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may

authorize in writing) after receipt of written notice from the County specifying such failure.

- 8.68.2** In the event that the County terminates this Contract in whole or in part as provided in sub-paragraph 8.68.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.
- 8.68.3** Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in sub-paragraph 8.68.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this sub- paragraph 8.68.3, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.
- 8.68.4** If, after the County has given notice of termination under the provisions of this sub-section 8.68, it is determined by the County that the Contractor was not in default under the provisions of this sub-section 8.68, or that the default was excusable under the provisions of sub-paragraph 8.68.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to sub-section 8.67, Termination for Convenience of County.
- 8.68.5** The rights and remedies of the County provided in this sub-section 8.68 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

## **8.69 TERMINATION FOR IMPROPER CONSIDERATION**

- 8.69.1** The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.
- 8.69.2** The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 8.69.3** Among other items, such improper consideration may take the form of cash, discounts, and service, the provision of travel or entertainment, or tangible gifts.

## **8.70 TERMINATION FOR INSOLVENCY**

- 8.70.1** The County may terminate this Contract forthwith in the event of the occurrence of any of the following:
- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code; or
  - The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code; or
  - The appointment of a Receiver or Trustee for the Contractor; or
  - The execution by the Contractor of a general assignment for the benefit of creditors.
- 8.70.2** The rights and remedies of the County provided in this sub-section 8.70 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

**8.71            TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE**

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010, retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may, in its sole discretion, immediately terminate or suspend this Contract.

**8.72            TERMINATION FOR NON-APPROPRIATION OF FUNDS**

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County Board of Supervisors appropriates funds for this Contract in the County Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

**8.73            TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM**

**8.73.1**        This Contract is subject to the provisions of the County's ordinance entitled Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

**8.73.2**        Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.

**8.73.3**        Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.

**8.73.4**        If Contractor has obtained County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the Contract amount and what the County's costs would have been if the Contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the certifying department of this information prior to responding to a solicitation or accepting a contract award.

#### **8.74 VALIDITY**

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

#### **8.75 WAIVER**

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this sub-section 8.75 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.76 WARRANTY AGAINST CONTINGENT FEES**

**8.76.1** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

**8.76.2** For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

**8.77      WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED  
PROPERTY TAX REDUCTION PROGRAM**

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

**9.0      UNIQUE TERMS AND CONDITIONS**

**9.1      CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER  
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF  
1996 (HIPAA) AND THE HEALTH INFORMATION TECHNOLOGY FOR  
ECONOMIC AND CLINICAL HEALTH ACT (HITECH)**

The County is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Under this Contract, the Contractor provides services to the County and the Contractor receives, has access to, and/or creates Protected Health Information as defined in Attachment V in order to provide those services. The County and the Contractor therefore agree to the terms of Attachment V, Contractor's Obligations As a "Business Associate" Under Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH) (Business Associate Agreement).

IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONTRACTOR  
Los Angeles Homeless Services Authority

COUNTY OF LOS ANGELES  
Department of Public Social Services

By \_\_\_\_\_  
Name

By \_\_\_\_\_  
Philip L. Browning, Director

\_\_\_\_\_  
Executive Director

\_\_\_\_\_  
Tax Identification Number

ATTEST:

Sachi A. Hamai,  
Executive Officer - Clerk  
of the Board of Supervisors

By \_\_\_\_\_

APPROVED AS TO FORM FOR COUNTY:

BY THE OFFICE OF COUNTY COUNSEL  
ANDREA SHERIDAN ORDIN  
County Counsel

By \_\_\_\_\_  
David Beaudet  
Senior Deputy County Counsel

APPROVED AS TO FORM FOR LAHSA:

BY THE OFFICE OF COUNTY COUNSEL  
ANDREA SHERIDAN ORDIN  
County Counsel

By \_\_\_\_\_  
Aleen Langton  
Senior Deputy County Counsel

## **ATTACHMENT A**

### **STATEMENT OF WORK**



## STATEMENT OF WORK

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## **PREAMBLE**

For over a decade, the County has collaborated with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the County's contracting partners share the County and community's commitment to provide health and human services that support achievement of the County's vision, goals, values, and adopted outcomes. Key to these efforts is the integration of service delivery systems and the adoption of the Customer Service and Satisfaction Standards.

The County of Los Angeles' Vision is to improve the quality of life in the County by providing responsive, efficient, and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families, business and communities. This philosophy of teamwork and collaboration is anchored in the shared values of:

- |                   |                         |
|-------------------|-------------------------|
| ➤ Responsiveness  | ➤ Integrity             |
| ➤ Professionalism | ➤ Commitment            |
| ➤ Accountability  | ➤ A Can-Do Attitude     |
| ➤ Compassion      | ➤ Respect for Diversity |

These shared values are encompassed in the County Mission to enrich lives through effective and caring service and the County Strategic Plan's eight goals: 1) Service Excellence; 2) Workforce Excellence; 3) Organizational Effectiveness; 4) Fiscal Responsibility; 5) Children and Families' Well-Being; 6) Community Services; 7) Health and Mental Health; and 8) Public Safety. Improving the well-being of children and families requires coordination, collaboration, and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies, and community and contracting partners.

The basic conditions that represent the well-being we seek for all children and families in Los Angeles County are delineated in the following five outcomes, adopted by the Board of Supervisors in January 1993.

- Good Health;
- Economic Well-Being;
- Safety and Survival;
- Emotional and Social Well-Being; and
- Education and Workforce Readiness.

Recognizing no single strategy - in isolation - can achieve the County's outcomes of well-being for children and families, consensus has emerged among County and community leaders that making substantial improvements in integrating the County's health and human services system is necessary to significantly move toward achieving these outcomes. The County has also established the following values and goals for guiding this effort to integrate the health and human services delivery system:

- ✓ Families are treated with respect in every encounter they have with the health, educational, and social services systems.

- ✓ Families can easily access a broad range of services to address their needs, build on their strengths, and achieve their goals.
- ✓ There is no “wrong door”: wherever a family enters the system is the right place.
- ✓ Families receive services tailored to their unique situations and needs.
- ✓ Service providers and advocates involve families in the process of determining service plans, and proactively provide families with coordinated and comprehensive information, services, and resources.
- ✓ The County service system is flexible, able to respond to service demands for both the Countywide population and specific population groups.
- ✓ The County service system acts to strengthen communities, recognizing that just as individuals live in families, families live in communities.
- ✓ In supporting families and communities, County agencies work seamlessly with public and private service providers, community-based organizations, and other community partners.
- ✓ County agencies and their partners work together seamlessly to demonstrate substantial progress towards making the system more strength-based, family-focused, culturally-competent, accessible, user-friendly, responsive, cohesive, efficient, professional, and accountable.
- ✓ County agencies and their partners focus on administrative and operational enhancements to optimize the sharing of information, resources, and best practices while also protecting the privacy rights of families.
- ✓ County agencies and their partners pursue multi-disciplinary service delivery, a single service plan, staff development opportunities, infrastructure enhancements, customer service and satisfaction evaluation, and revenue maximization.
- ✓ County agencies and their partners create incentives to reinforce the direction toward service integration and a seamless service delivery system.
- ✓ The County human service system embraces a commitment to the disciplined pursuit of results accountability across systems. Specifically, any strategy designed to improve the County human services system for children and families should ultimately be judged by whether it helps achieve the County's five outcomes for children and families: good health, safety and survival, economic well-being, social and emotional well-being, and education and workforce readiness.

The County, its clients, contracting partners, and the community will continue to work together to develop practical ways to make County services more accessible, customer friendly, better integrated, and outcome-focused. Several departments have identified shared themes in their strategic plans for achieving these goals including: making an effort to become more consumer/client-focused; valuing community partnerships and collaborations; emphasizing values and integrity; and using a strengths-based and multi-disciplinary team approach. County departments are also working to provide the Board of Supervisors and the community with a

better understanding of how resources are being utilized, how well services are being provided, and what are the results of the services: is anyone better off?

The County of Los Angeles health and human service departments and their partners are working together to achieve the following Customer Service and Satisfaction Standards in support of improving outcomes for children and families.

#### Personal Service Delivery

***The service delivery team – staff and volunteers – will treat customers and each other with courtesy, dignity, and respect.***

- Introduce themselves by name;
- Listen carefully and patiently to customers;
- Be responsive to cultural and linguistic needs;
- Explain procedures clearly; and
- Build on the strengths of families and communities.

#### Service Access

***Service providers will work proactively to facilitate customer access to services.***

- Provide services as promptly as possible;
- Provide clear directions and service information;
- Outreach to the community and promote available services;
- Involve families in service plan development; and
- Follow-up to ensure appropriate delivery of services.

#### Service Environment

***Service providers will deliver services in a clean, safe, and welcoming environment, which supports the effective delivery of services.***

- Ensure a safe environment;
- Ensure a professional atmosphere;
- Display vision, mission, and values statements;
- Provide a clean and comfortable waiting area;
- Ensure privacy; and
- Post complaint and appeals procedures.

The basis for all County health and human services contracts is the provision of the highest level of quality services that support improved outcomes for children and families. The County and its contracting partners must work together and share a commitment to achieve a common vision, goals, outcomes, and standards for providing services.

## STATEMENT OF WORK

### 1.0 GENERAL

#### 1.1. Scope of Work

Contractor shall provide all management/administrative services necessary for continued service for the Homeless CalWORKs Families Project. The Homeless CalWORKs Families Project consists of six project sites: Metro Family, El Monte, Pomona, Norwalk, South Central and East Valley DPSS CalWORKs district offices located in Supervisorial Districts I, II, III, IV and V.

Participants are eligible to participate in the Homeless CalWORKs Families Project only if they are homeless, have a need for mental health services, and:

- have an active CalWORKs case and participating in Welfare-to-Work activities; or
- the participant is currently in the Project and the CalWORKs case is terminated due to excess income, and the participant is in an open Post-Employment Services (PES) component; or
- the participant is currently in the Project and the parent(s) becomes ineligible for cash aid due exhausting the 60-month time limit and the participant is in an open Post Time-Limited (PTL) Services component.

The DPSS and DMH Departments will determine the eligibility of the families who will participate in the HCFP program. The Contractor is not responsible for providing HCFP-funded services to a family until the family is enrolled in the HCFP program.

#### 1.1.1 Emergency Shelter Limit for Homeless CalWORKs WtW Participants

This project is funded by the CalWORKs Single Allocation that limits emergency shelter for Homeless CalWORKs WtW participants to a total of 120 days. The 120-day limit applies to participants who participate in both the HCFP and Emergency Shelter Services (ESS) administered by the Contractor for the County. For example, a homeless CalWORKs WtW family who receives 80 days of emergency shelter while participating in the HCFP can also receive up to 40 days of emergency shelter while participating in ESS, for a total of 120 days.

#### 1.2 Key County Personnel

##### 1.2.1 County Contract Administrator (CCA)

County will designate one (1) person who will act as the County Contract Administrator (CCA) for the County on all policies,

procedures, requirements, performance, and information pertaining to the Contract. Specifically, the CCA or alternate shall:

- 1.2.1.1 The CCA or alternate has full authority to monitor Contractor's performance in the daily operation of this Contract, and for confirming that the technical standards and requirements of this Contract are met.
- 1.2.1.2 The CCA shall provide direction to Contractor in areas relating to policy, information and procedural requirements. The CCA shall negotiate with Contractor on changes in service requirements according to Section 8, sub-section 8.1, Amendments/Change Notices.
- 1.2.1.3 The CCA is not authorized to make any changes in the terms and conditions of the Contract and is not authorized to obligate Los Angeles County in any way whatsoever.
- 1.2.1.4 DPSS will inform Contractor of the name, address and telephone number of the CCA, in writing, at the time the Contract is awarded, and at any time thereafter a change of CCA is made.
- 1.2.1.5 The CCA will act as the a Quality Assurance Evaluator (QAE) for the County on all services, requirements, and deliverables pertinent to the Contract and monitor the Contractor's performance under the Contract using the quality assurance procedures established in SOW Exhibit 12.1, Performance Requirements Summary, or any other procedures that may be necessary to ascertain that the Contractor is in compliance with this Contract. Specifically, the QAE shall:
  - Ensure that services, requirements, and deliverables of the Contract are met and evaluate the Contractor's performance under this Contract.
  - Inform the Contractor of the name, address, and telephone number of the QAE, in writing, at the time this Contract is awarded, and at any time thereafter a change of QAE is made.
  - Not be authorized to make any changes in the terms and conditions of this Contract or to obligate the County in any way whatsoever.

The QAE is responsible for the quality monitoring of Contractor's performance.

1.2.3 Contract Monitor(s)

County shall provide Contract Monitor(s) that may monitor all provisions under the Contract. Monitoring may include Administrative Monitoring primarily involving with the Contract's terms and conditions, Fiscal Monitoring related to the Contract's fiscal provisions, and Service Delivery Monitoring related to the Contract's Statement of Work and Performance Requirement Standards.

1.2.4 Program Manager

The Program Manager shall have the responsibility for the day-to-day oversight of the Homeless CalWORKs Families Project. The Program Manager or alternate is responsible for working with Contractor's staff on individual family cases and will work to resolve any problems or issues involved.

The Program Manager shall work with Contractor Contract Manager, or alternate on problems involving Contractor's staff whom the Project Director determines is not performing satisfactorily.

The Program Manager shall report to the CCA any problem that Contractor and the Project Director are not able to resolve.

1.2.5 Eligibility Worker(s)

The Eligibility Worker determines eligibility and maintains case records for participants in the Homeless CalWORKs Families Project, and attends weekly and monthly case managers' meetings. Works directly with GAIN Service Worker to ensure the family remains WtW compliant and/or resolve any GAIN-related issue.

1.2.6 GAIN Services Worker(s)

The GAIN Services Worker orients participants to the GAIN Program and its benefits/requirements, ensures that participants complete the Welfare-to-Work contract, refers participants to Job Club and specialized supportive services, assists families with money for transportation, ancillary supplies and/or child care, remains in constant communication with staff in the Department of Mental Health that are involved in the Homeless CalWORKs Families Project, and attends weekly and monthly case managers' meetings. Works directly with Eligibility Worker to ensure that families receive appropriate benefits, remains CalWORKs eligible and/or resolve any case related issues.

1.3 Contractor Personnel

1.3.1 Executive Director

This Senior Executive shall be the official named in Section 8, subparagraph 8.51.3 of this Contract for receipt of official notices.



#### 1.3.2 Project Director

Contractor shall provide a Project Director who will act as liaison with the County and be responsible for the oversight of all work performed for the project. The Project Director shall have full authority to act for the Contractor on all matters relating to the daily operation of the project.

#### 1.3.3 Contract Manager

Contractor shall provide a Contract Manager who will act as liaison with County and be responsible for the overall management and coordination of this Contract. The Contract Manager is responsible for oversight, negotiation and compliance aspects of the contract. The Contract Manager, or alternate designated in writing to act on Contractor's behalf, shall respond to inquiries within twenty-four (24) hours of verbal notice from CCA or alternate, excluding weekends and holidays.

The Contract Manager or alternate shall have full authority to act for Contractor on all Contract matters relating to the management, coordination and compliance matters associated with this Contract.

The Project Director and Contract Manager and any alternate shall be identified in writing prior to Contract start and at any time thereafter a change of Contract Manager or alternate is made.

The Contractor Project Director and Contract Manager are not authorized to make any changes in the Standard Terms and Conditions of the Contract and is not authorized to obligate Contractor to DPSS in any way whatsoever.

#### 1.4 Quality Assurance

County shall monitor Contractor's performance under this Contract using the quality assurance procedures specified in the Performance Requirements Summary, or any other such procedures as defined in this Contract.

County or its agent will evaluate Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all Contract terms and performance standards.

The CCA and/or QAE and Contractor will make every effort to resolve minor discrepancies during the monitoring visit.

##### 1.4.1 Government Observations

Federal, State and/or County personnel approved by County administrative management personnel, in addition to departmental contracting staff, may observe performance activities, documents and products under this Contract at any time during hours of operation as

defined below in Section 1.5. However, these personnel may not unreasonably interfere with Contractor performance.

#### 1.4.2 Monitoring Hours

Contractor shall be available for monitoring activities Monday through Friday, 8:00 a.m. to 5:00 p.m. except on County recognized holidays.

#### 1.4.3 Case Discrepancy Reports

When County monitors Contractor's performance under the terms of this Contract, County will issue Case Discrepancy Reports (SOW Exhibit 12.3) to Contract Manager when it is determined minor case infractions have occurred.

#### 1.4.4 Contract Discrepancy Reports

In the event of a serious discrepancy, the CCA and/or QAE will issue a Contract Discrepancy Report (SOW Exhibit 12.4) to the Contract Manager. The Contract Manager shall respond in writing to the Contract Discrepancy Report within ten (10) business days from the date of receipt of the Report.

- A. If Contractor agrees with the finding in the Contract Discrepancy Report, Contractor shall respond with a Corrective Action Plan, including a statement that Contractor agrees with the finding, its action to resolve the specific finding, and its future action to monitor its performance to prevent a repetition of the problem. If this Corrective Action Plan is acceptable to County, or a mutually agreed upon revision is acceptable to County the discrepancy shall be considered resolved.
- B. If Contractor does not agree with the finding in the Contract Discrepancy Report, Contractor shall respond with a Request for Dispute Resolution, including a statement that Contractor does not agree with the finding, its reasons for not agreeing with the finding, and any action it proposes that Contractor and/or County take to resolve the dispute.
- C. In response to a Request for Dispute Resolution, the Contract Manager and CCA will meet within five (5) business days to discuss the problem. Minutes of the meeting shall be prepared by the CCA. The Contract Manager shall either sign the minutes within five (5) business days of presentation of the minutes, or present.
- D. If the Contractor's version of the minutes is in dispute with the CCA, the Contract Manager and CCA shall make every effort to resolve the dispute. If they find a resolution, they shall put the resolution down in writing in the minutes and both sign the minutes.
- E. If the CCA and Contract Manager do not resolve the dispute, the dispute shall be referred to the Agency Senior Executive and DPSS

Director or designee, who shall meet within ten (10) business days (or later, if by mutual agreement) to resolve the dispute.

- F. The decision of the DPSS Director shall be final.
- G. Any Contractor deficiencies which County determines are severe or continuing and that may place performance of the Contract in jeopardy, if not corrected, shall be reported to the Board of Supervisors with recommended remedial actions.
- H. If the dispute is not eventually resolved to the County's satisfaction, County may terminate this Contract or impose other actions as specified in this Contract, in which event Contractor's rights and remedies under law are preserved, including a claim of breach of Contract.

## 1.5 Hours of Operation

### 1.5.1 Public Access Hours

Contractor's main office shall be open from 8:00 a.m. to 5:00 p.m., Monday-Friday, except for County-recognized holidays. Main office telephones shall be staffed during all Contractor Public Access Hours. Contractor shall have staff available to respond to calls in English and Spanish during all Public Access Hours.

### 1.5.2 County Contact Hours

Contractor Contract Manager or alternate shall be available Monday through Friday from 8:00 a.m. to 5:00 p.m. to respond to inquiries of CCA or alternate, except on County-recognized holidays. The CCA shall provide lists of County holidays when this Contract is approved and at the beginning of each calendar year during the term this Contract.

## 2.0 **DEFINITIONS**

- 2.1 Acceptable Quality Level (AQL) - A measure to express the allowable variance from the Contract Standard, before County determines performance to be unsatisfactory.
- 2.2 Appeal - An appeal is the legal right of a public assistance participant to file a request for a State Hearing regarding an eligibility action or inaction on the part of the County which the participant feels is unwarranted.
- 2.3 Appeals and State Hearings (ASH) - The section within DPSS that represents the County at all State Hearing Proceedings.
- 2.4 Applicant - A person whose public assistance application is pending.

- 2.5 Assistance Unit (AU) - Per State regulations AU is defined as a group of related persons living in the same household who have been determined eligible for CalWORKs by the case carrying EW.
- 2.6 Bureau of Administrative Services - A bureau within DPSS responsible for development, management and monitoring of DPSS Contracts.
- 2.7 Bureau of Program and Policy - A bureau within DPSS responsible for administration and supervision of the CalWORKs Program in Los Angeles County.
- 2.8 CalWORKs Program - The State's mandated public assistance program to provide financial assistance, social services, and employment services to families with dependent children.
- 2.9 Case Discrepancy Report - Notification to Contractor of infractions found in the monitoring review of the agency's financial records, agency's employee records, or through interviews with participants and/or providers.
- 2.10 Contract Discrepancy Report (CDR) - A report or letter used by the Quality Assurance Evaluator to record Contract information regarding discrepancies or problems with Contractor's performance.
- 2.11 Eligibility Worker (EW) - The DPSS employee responsible for determining the eligibility of applicants and participants to CalWORKs.
- 2.12 Equipment - Any item purchased/leased which costs \$5,000.00 or more and has a useful life of more than two years.
- 2.13 GAIN Program - Acronym for Los Angeles County's Welfare-to-Work Program, "Greater Avenues for Independence", that provides comprehensive Welfare-to-Work services to assist CalWORKs participants in obtaining unsubsidized employment.
- 2.14 GAIN Services Worker (GSW) - A DPSS or Contracted employee who works with participants enrolled in the GAIN Program.
- 2.15 Los Angeles Eligibility, Automated Determination, Evaluation and Reporting System (LEADER) - A DPSS computerized eligibility determination system for the CalWORKs and other welfare programs.
- 2.16 Monthly Management Report (MMR) – the monthly report to be submitted to DPSS by CONTRACTOR detailing information on the new and ongoing participants being served in the HCFP project and the services provided to these participants in the service month.
- 2.17 Participant - An individual who is receiving assistance through the CalWORKs Program.

- 2.18 Performance Indicators - Characteristics which can be identified objectively to establish the performance of activities and services to the required Contract standards.
- 2.19 Performance Requirements Summary (PRS) - Identifies the key performance indicators of the Contract that will be evaluated by County to assure Contract performance standards are met by Contractor.
- 2.20 Quality Assurance Surveillance Plan (QASP) - A plan of action taken by County for monitoring Contractor's performance.
- 2.21 Quality Assurance Program - All necessary measures taken by Contractor to assure that the quality of service will meet Contract requirements regarding timeliness, accuracy, appearance, completeness, consistency, and conformity.
- 2.22 Random Sample - A standardized method for monitoring product (output) quality wherein all products within a lot (batch) stands a statistically equal chance of being selected for inspection.
- 2.23 Sample Size - The number of units or services to be checked in a given time period.
- 2.24 Standard - The acceptable level of performance set by County for performing a Contracted service or activity.
- 2.25 Statement of Work - This Contract's requirements for provision of transportation and emergency and transitional housing, the standards associated with those services, and the methods for monitoring Contractor's performance.
- 2.26 Welfare-to-Work Plan - The Contract between DPSS and a CalWORKs participant that states what Welfare-to-Work activities will be completed by a CalWORKs participant and what services will be provided by DPSS, so the participant can work toward self-sufficiency.
- 2.27 Welfare-to-Work Program - A program to assist parents/participants on public assistance to achieve economic self-sufficiency by obtaining unsubsidized employment.

### **3.0 COUNTY FURNISHED ITEMS**

#### **3.1 Computer Equipment**

In the event County furnishes equipment or other items to be used on the HCFP program, the following sub-sections will apply:

- 3.1.1 An inventory of all County-furnished equipment, computer terminals, personal computers (PCs) and furniture shall be initially established by the County and verified by the Contractor. The Contractor shall thereafter maintain the inventory. At Contract termination, all County provided space, furniture, and equipment shall be returned to the County.

3.1.2 If damages to equipment and/or theft of equipment occur due to the Contractor's negligence as determined by the County, the Contractor shall be responsible for the cost of repairs/replacements and will be billed by the County. Site inspections may be made by DPSS Property Management, and Materials Management and Supply for asset reconciliation inventory, and/or other County or local government personnel (fire, city, etc.).

3.1.3 The County must evaluate and approve all software or tools used in the operation or support of the Contract. All approved software must be compatible with County standards and hardware and software standards.

### 3.2 Training

3.2.1 County shall arrange for the annual training of Contractor's staff on Civil Rights. This may be through direct training of Contractor's staff by County trainers or through a train-the-trainer program as agreed upon by County and Contractor.

3.2.2 County may provide cultural awareness and sensitivity training, and materials to Contractor staff. If County provides such training, Contractor shall ensure that all Contractor staff is trained.

### 3.3 Materials

County shall provide for Contractor's use:

3.3.1 A list of County observed holidays.

3.3.2 A supply of civil rights complaint forms, PA 607, for use by HCFP participants in reporting civil rights complaints.

3.3.3 Upon request, DPSS Operations Handbook Section 21 on Civil Rights Program, State Manual Section 23-600 on Purchase of Service and all other documents referenced in this Contract with which the Contractor must comply.

## 4.0 **CONTRACTOR FURNISHED ITEMS**

### 4.1 General

Contractor shall furnish necessary personnel, space, equipment, supplies, and training except as provided by County, as specified in sub-section 4.3, to perform all services required by this Contract.

### 4.2 Staffing

4.2.1 Contractor shall provide staff with background experience and expertise to provide the services required in the Statement of Work.

- 4.2.2 Contractor shall provide bilingual staff to meet the needs of the County's CalWORKs participants receiving services from Contractor in the Homeless CalWORKs Families Project. When a participant's primary language is other than English or the participant is hearing-impaired, information shall be provided either through written materials in the appropriate language or by presentation of an interpreter in the language the participant understands. Contractor may utilize an interpreter provided by the participant (e.g., a relative or friend), if the participant requests the use of a family member or a friend. The use of minors as interpreters is strongly discouraged, except in emergency situations and at the participant's request.
- 4.2.3 Contractor shall have a methodology for verifying that bilingual employees are competent in reading, writing and speaking both English and the other language(s) in which they are providing services. Contractor's methodology shall be shared with County upon request.

#### 4.3 Computer Equipment, Supplies and Security

- 4.3.1 As determined by Contractor, Contractor shall provide necessary computer equipment and supplies (e.g., paper and printer ribbons), except as provided by County in Section 3.0 above. Contractor shall be responsible for all equipment costs (terminals, controller, etc.) incurred as a result of Contractor's request for additional equipment beyond that number included in the awarded Contract.
- 4.3.2 Notwithstanding Section 3.0 above, Contractor shall be responsible for all site preparations costs (including lines, cables, etc.), incurred as a result of Contractor's request for equipment relocation, a move to another facility, an additional office or a new service site.
- 4.3.3 Contractor shall report to the CCA, the loss, vandalism or theft of County computer supplies and equipment within 24 hours after discovery. For stolen equipment, Contractor shall contact the local law enforcement agency and submit a copy of the police report to the CCA within 24 hours, excluding week ends and holidays.
- 4.3.4 For equipment located at Contractor's facilities, Contractor shall provide all security for County computers and printers and computer access to ensure that the equipment is secure, and confidentiality of CalWORKs participants' records is maintained. Contractor shall provide security adequate to protect all County data in any media. Equipment must be secured to work stations in locked space. Data must be password protected to ensure only authorized staff have access.

#### 4.4 Equipment

Contractor shall provide all equipment necessary to perform all services required by this Contract, except as identified in Section 3.1 above.

- 4.4.1 Specifically, Contractor shall provide sufficient telephone lines at its sites for CalWORKs participants, providers and DPSS staff to contact Contractor for the purpose of Homeless CalWORKs Families Projects.
- 4.4.2 Contractor shall have responsibility for installation, repair and replacement of telephones and/or lines at Contractor's facility.

#### 4.5 Site Preparation

Contractor shall be responsible for funding all site preparation costs. This includes any facility alterations and furniture upgrades to house the equipment.

### 5.0 **SPECIFIC TASKS**

#### 5.1 Contractor

Contractor shall for the Homeless CalWORKs Families Projects Program, upon the family's acceptance and/or enrollment in the HCFP, provide the following services:

- 5.1.1 Continue to provide services to the participants who are currently being assisted through this program.
- 5.1.2 Provide transportation to participants who are currently being assisted in the Homeless CalWORKs Families Project to DPSS, DMH and DPH appointments, other County offices and social service agencies, with the exception of persons who are under the influence of or are in possession of illegal substances and alcohol, are combative, verbally abusive and/or are displaying behavior that is unsafe for project participants or LAHSA staff.
  - 5.1.2.1 In order to promote each family's increased self-sufficiency, transportation services will be provided to families in the project until a determination is made by DMH, DPSS, and LAHSA at the case management team meeting that the family has attained sufficient stability in housing and has sufficient resources to provide for their own transportation. After such case determination has been made, LAHSA will only provide transportation to the family on an emergency basis as needed.
  - 5.1.2.2 For families transported, Contractor shall have an adult family member complete and sign the Homeless CalWORKs Families Project Transportation Log (SOW Exhibit 12.7, Transportation Log). Contractor shall attach the log to the MMR.
- 5.1.3 Provide transportation, crisis intervention referrals, emergency housing, transitional housing, emergency supplies (food items, diapers, hygiene projects, cleaning products, infant items, clothing, identification, birth records and certificates and bus tokens.)



- 5.1.4 Assist in identifying the HCFP participant in securing emergency shelter, transitional housing and other appropriate resources within 24 hours of the participant's initial request.
- 5.1.5 Maintain close contact with the HCFP participant and provide statistical information to the Department of Public Social Services by the twenty-fifth (25th) workday of the following month as specified in Section 7.0.
- 5.1.6 Maintain a database of HCFP participants receiving emergency shelter in hotels/motels and/or emergency shelter facilities, to ensure that the 120-day limit for emergency shelter is not exceeded. County will not pay Contractor for providing shelter to HCFP participants beyond the 120-day limit.
- 5.1.7 In the event Contractor is required to provide emergency shelter or transitional housing, the Contractor must perform the following:
  - 5.1.7.1 Recruit and maintain sufficient Subcontractors to provide emergency and transitional housing for the families. Subcontractors must be acceptable to DPSS Director, and Subcontracts must include the direct service provider requirements as specified.
  - 5.1.7.2 Unless otherwise directed, solicit for subcontracted direct services through the open-competitive process.
  - 5.1.7.3 Monitor performance of subcontractors to ensure compliance with program requirements.

## 5.2 Performance Outcome Measures

Upon the family's acceptance and/or enrollment in the HCFP 120-day program, the Contractor shall track and report in the MMR, Attachment D:

- 5.2.1 The number of families placed into emergency shelter within 24 hours from the participant's initial request.
- 5.2.2 The number of families placed into emergency shelter after 24 hours from the participant's initial request.
- 5.2.3 The number of families referred for emergency shelter services that exhausted the 120-days of eligibility and continued to receive assistance for emergency shelter.
- 5.2.4 The number of families moved from the ESS program and transferred into the HCFP program.
- 5.2.5 The number of families who received emergency housing vouchers for motel/hotel services within the 120-days of eligibility for the month of service.

- 5.2.6 The number of unduplicated/new families who received emergency shelter within the service month.
- 5.2.7 The total number of new/ongoing families that received emergency shelter within the service month.
- 5.2.8 The number of families who received timely transportation services based on families needs and availability of transportation.
- 5.2.9 The number of families who received bus tokens.
- 5.2.10 The number of miles driven by the Contractor.
- 5.2.11 The number of families who received emergency supplies.
- 5.2.12 The number of families who were placed in transitional housing during the service month.
- 5.2.13 The number of families who were placed in permanent housing during the service month.
- 5.2.14 The number of families who exhausted the 120 days and were not placed in transitional and/or permanent housing.

## **6.0 APPEALS AND HEARINGS (ASH)**

### **6.1 Public Hearings**

Contractor shall participate in conciliation, grievance, state and other public hearings upon request of County, including attendance by Contractor's staff and providing records and documents as necessary. County shall provide Contractor notice of meetings at least three (3) business days prior to such meetings.

### **6.2 Litigation**

Contractor shall notify County in writing of pending litigation on any case, within ten (10) calendar days of being notified of pending litigation.

County shall notify Contractor in writing of pending litigation on any case within ten (10) calendar days of being notified of pending litigation. Cases in litigation must be retained by Contractor for at least three (3) years after the case is settled by the courts. In addition to lawsuits, records may be needed for Appeals and State Hearings, audits, and complaints. These records shall be made available to County by Contractor.

### **6.3 Hearing Decisions**

Within 60 days of the start of this Contract, County shall provide Contractor with an administrative release which gives Contractor directions and timeline information for implementing decisions of a hearing officer or the County ASH Unit, including any requirement to report to County action Contractor took to

implement such decisions, and what Contractor should do if participant or provider does not cooperate with Contractor to resolve the hearing problem.

## **7.0 REPORTING TO DPSS**

### **7.1 Monthly Complaint Log**

Contractor shall submit a Monthly Complaint Log, (SOW Exhibit 12.5), to the CCA by the twenty-fifth (25<sup>th</sup>) calendar day of the month following the month of service.

7.1.1 The Monthly Complaint Log should be included with the MMR, Participant Roster and the Transportation Log as specified in sub-sections 7.2, 7.3 and 7.4.

### **7.2 Monthly Management Report (MMR)**

Contractor shall submit an MMR, Attachment D, to the CCA by the twenty-fifth (25<sup>th</sup>) calendar day of the month following the month of service.

7.2.1 The MMR should be included with the Monthly Complaint Log, Participant Roster and the Transportation Log as specified in sub-sections 7.1, 7.3 and 7.4.

### **7.3 Participant Roster**

Contractor shall submit a Participant Roster, Attachment E, to the CCA by the twenty-fifth (25<sup>th</sup>) calendar day of the month following the month of service.

7.3.1 The Participant Roster should be included with the Monthly Complaint Log, MMR and the Transportation Log as specified in sub-sections 7.1, 7.2 and 7.4.

### **7.4 Transportation Log**

Contractor shall submit a Transportation Log, (SOW Exhibit 12.7), to the CCA by the twenty-fifth (25<sup>th</sup>) calendar day of the month following the month of service.

7.4.1 The Transportation Log should be included with the Monthly Complaint Log, MMR and the Participant Roster as specified in sub-sections 7.1, 7.2 and 7.3.

### **7.5 Ad Hoc Reports**

At various times, County may request data or other information from Contractor on an ad hoc basis, as needed by the Department, County Board of Supervisors, the State, or other County agencies or entities for budgetary or other purposes. Contractor shall provide the requested data, if available, to County in a mutually agreeable time period.

## **8.0 FRAUD REFERRALS**

Contractor shall make fraud referrals to the DPSS Welfare Fraud Prevention & Investigations (WFP&I) Section pursuant to the instructions in Administrative Directive Number 4126, dated 9/24/02, (provided to Contractor prior to contract effective date) and any supplements or other issuances subsequently released. In those instances when County requests Contractor to make a fraud referral, (e.g., County Contract Monitor review), fraud referrals shall be made to WFP&I within three (3) business days with a copy provided to the DPSS CalWORKs Division. A copy of all other fraud referrals initiated by Contractor shall also be provided to the DPSS CalWORKs Division.

## **9.0 QUALITY ASSURANCE AND COMPLAINT SYSTEMS**

### **9.1 Quality Assurance Plan**

Within ninety (90) days of the effective date of this Contract, Contractor shall present to County a comprehensive Quality Assurance Plan, including internal monitoring and staff training systems, to assure that the requirements of this Contract are met, and that a consistently high level of services are provided throughout the term of this Contract. All monitoring records shall be provided to County upon request. The Plan shall include, but not be limited to the following:

- A. A monitoring system covering all services listed in SOW Exhibit 12.1, Performance Requirements Summary, identifying specific activities to be monitored, and the frequency of monitoring.
- B. Monthly monitoring of employee files, provider files and payment records for accuracy and timeliness of work; a review of the functioning of system quality controls; and observance of staff to ensure that employees rendering services under this Contract do not present themselves by commission or omission as agents, employees, or representatives of DPSS. Monthly monitoring will include a focus on:
  - 1. Number of participants transported by the Contractor.
  - 2. Number of hours spent transporting participants.
  - 3. Number of miles driven by the Contractor.
  - 4. Timeliness of responding to participants' requests for transportation.
  - 5. Number of complaints received.
  - 6. Number of families who remain in emergency shelter beyond 30, 60 and 90 days.
  - 7. Contractor Employee Acknowledgement and Confidentiality Agreement, Attachment J, on file for each Contractors staff.
- C. Record keeping of all monitoring conducted by Contractor identification of all errors found, a clear description of the problem, the corrective action taken, and the time elapsed between identification and completed correction.
- D. Training plan for newly hired staff.

- E. Plans for re-training staff that are found to have above average levels of errors, including inaccuracy or timeliness of transporting participants.
- F. Samples of forms to be used in monitoring.
- G. Samples or records to be maintained of staff training.

## 9.2 DPSS Received Complaints

- 9.2.1 County shall refer complaints related to Homeless CalWORKs Families Projects to Contractor in writing for resolution. Contractor shall notify County in writing of the resolution within five (5) calendar days. County shall prepare a monthly listing of complaints referred to Contractor for resolution. Inquiries shall not be considered complaints. Calls not referred to Contractor for resolution shall not be considered complaints.

## 9.3 Contractor Received Complaints

- 9.3.1 Contractor shall maintain a Monthly Complaint Log, (SOW Exhibit 12.5) of all complaints related to the Homeless CalWORKs Families Projects received directly by Contractor. The log shall include complaints involving project participants, complaints about providers, about the Contractor or about other County Departments providing services in the Homeless CalWORKs Families Projects.
- 9.3.2 Contractor shall maintain an Incident Report, (SOW Exhibit 12.6) of all incidences related to the Homeless CalWORKs Families Projects received directly by Contractor. The report shall include an incident involving project participants, complaints about the providers, about the Contractor or about other County Departments providing services in the Homeless CalWORKs Families Projects.
- 9.3.3 Complaints which indicate abuse, neglect or exploitation of children shall be referred by Contractor to the Department of Children and Family Services within 24 hours of receipt.

# 10.0 **CUSTOMER SERVICE**

## 10.1 Customer Service Program

Contractor shall implement an active Customer Service Program that is consistent with the County's vision, as detailed in this Contract's Preamble. The Customer Service Program must be approved by DPSS and changes to the Program must be made allowing ten (10) business days.

## 10.2 Customer Service Monitoring

DPSS shall monitor the quality of the Contractor's Customer Service by randomly selecting participants for telephone and/or site surveys. The County, at its sole discretion, may change the means of measuring this standard via a Change Notice as specified in Standard Terms and Conditions, Section 8.0.

## 11.0 CIVIL RIGHTS COMPLAINTS PROCEDURE

Contractor shall comply with the terms of the Civil Rights Resolution Agreement as directed by DPSS, which includes but is not limited to the following:

- 11.1 Ensure public contact staff attend the mandatory Civil Rights training provided by DPSS.
- 11.2 Ensure notices and correspondences provided to the participants, if any, are in their respective primary language and provide interpreters to ensure meaningful access to services to all participants.
- 11.3 Maintain a record of all Civil Rights materials provided by DPSS and ensure all participants are provided with the Civil Rights materials.
- 11.4 Develop, and operate procedures for receiving, investigating and responding to civil rights complaints as follows:
  - 11.4.1 All Contractors must provide and assist participants with completing a PA 607 Complaint of Discriminatory Treatment in the participants' primary language.
  - 11.4.2 All Contractors must maintain a log of civil rights complaints.
  - 11.4.3 Contractor Manager (CM) will act as the Civil Rights Liaison (CRL) between the Agreement agency and the County Contract Administrator (CCA) and Civil Rights Section (CRS).
  - 11.4.4 All CM/CRLs must forward all PA 607s to the CCA within two (2) business days.
  - 11.4.5 CM/CRLs should not attempt to investigate Civil Right complaints. Investigations are handled by CRS.

**SOW EXHIBIT 12.0**

**PERFORMANCE REQUIREMENTS SUMMARY**

## 1. PERFORMANCE REQUIREMENTS SUMMARY (PRS)

The PRS displays the services that will be monitored by the County during the term of the agreement.

All listings of “Required Service” or “Standard” used in this PRS are intended to be consistent with the main body of the Contract and this Statement of Work (Attachment A), and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that specifically defined in the main body of the Contract and Statement of Work. In any case of inconsistency between “Required Service” or “Standard” as stated in the main body of the Contract or Statement of Work and this PRS, the meaning in the main body or Statement of Work will prevail. If any “Required Service” or “Standard” seems to be created in this PRS which is not specifically set forth in the main body or Statement of Work, that “Required Service” or “Standard” will be null and void and place no requirement on Contractor and will not be the basis of the assignment of any Unsatisfactory Performance Indicator (UPI) points.

In monitoring Contractor’s performance, County staff will monitor to the detailed terms set forth in the Statement of Work and the PRS. If County wishes to reinterpret the Contract and change work requirements, a negotiated change to the Contract will be done per Standard Terms and Conditions, sub-section 8.1, “Amendments/Change Notices” of the Contract. If Contractor believes that County staff has made interpretations that increase Contractor’s work or costs, Contractor’s Contract Manager shall contact the DPSS Contract Monitoring Division Chief and request a meeting to resolve the differences of Contract interpretation.

## 2. Performance Requirements Summary Chart

The PRS chart:

- Lists the required services most critical to satisfactory Contract performance (Column 1).
- Identifies the performance indicator used to determine that the standards have been met (Column 2).
- Defines the Standard of performance for each required service (Column 3).
- Shows the Maximum Acceptable Quality Level (AQL) for each required service that is allowed before County assesses Unsatisfactory Performance Indicator Points (Column 4).
- Shows the Monitoring Methods DPSS will use to evaluate Contractor’s performance in meeting the Contract requirements (Column 5).
- Shows the Monthly Unsatisfactory Performance Indicator Points to be assessed for exceeding the AQL, for each listed Contract requirement. These indicators may serve as the baseline for assessing penalty points to the Contract (Column 6).



### **3. Quality Assurance**

County will monitor Contractor quarterly using the PRS and County Quality Assurance Monitoring Plan (QAMP). The County may use a variety of inspection methods to evaluate the Contractor's performance. The methods of monitoring that may be used are:

- Random sampling; a standardized method for monitoring product (output) quality wherein all products within a lot (batch) stands a statistically equal chance of being selected for inspection. A random sampling chart shall be used to determine the number of items sampled. County has the option of using a normal, medium, or small sample size;
- One hundred percent inspection of items, such as reports and invoices, on a periodic basis (daily, weekly, monthly, quarterly, semi-annually, or annually) as determined necessary to assure a sufficient evaluation of the Contractor's performance;
- Review of participant files and reports maintained by the Contractor;
- Interviews/written surveys with participants and providers;
- Validated complaints to County Contract Administrator, administrative staff, other agencies and other departments with which Contractor has a relationship; and
- On-site evaluations.

### **4. Notices of County Review Findings**

- Upon completion of a quarterly review, County shall provide Contractor a notice of the findings, including a Contract Discrepancy Report if necessary, within ten work days.
- Contractor shall have ten (10) work days to respond, including taking corrective action, for the findings and Contract Discrepancy Report. The ten (10) work days will begin upon receipt of the findings by the Contractor. Contractor may ask for an extension of the time needed to respond and County shall not unreasonably deny such request.
- County shall respond to Contractor's responses within ten (10) work days. The response shall indicate the acceptability or non-acceptability of the response. In the case of non-acceptability, the County shall provide the Contractor with the reason the response is unacceptable.
- Contractor shall have another ten (10) work days to provide a final response, including corrective action. Contractor may request an in-person meeting to discuss its final response, which request County shall grant.
- County shall have ten (10) work days to respond to the final response. At such time, County will issue the final report of findings, errors, assessed penalty points, and assessment of financial deductions. Financial deductions will be deducted from the Contractor's next administrative/operational month payment.

## 5. Criteria for Acceptable or Unacceptable Performance

Determination of the number of defects that renders a service unsatisfactory:

A sample may be selected at random so that it will be representative of the entire population. It is compared to the standard and conclusions are made about the Contractor performance for the whole group. The random sampling plan includes the following information:

- *Acceptable Quality Level (AQL)* - The maximum percent of defects that can be accepted and still meet the Contract Standard for satisfactory performance;
- *Lot Size* - The total number of unit or services to be provided;
- *Sample Size* - The number of units to be checked in a given time period; and
- *Acceptance/Rejection Numbers* - the numbers which indicate whether the lot is acceptable or unacceptable.

The AQL for each sampling is taken from the Performance Requirements Summary. The lot size is determined by estimating how often Contractor will provide a service during the sample period. To ensure each service has an equal chance of being selected, a random number table may be used to determine the sample.

An *Unsatisfactory Performance Indicator (UPI)* dollar amount assessed from the sample size shall be applied to the lot size. For example, a sample size of 100 selected from a lot size of 1000, with an AQL of 10 percent, allows for 10 acceptable discrepancies. If 12 discrepancies are found, the entire lot is considered unsatisfactory. For example, if five (5) points per incident is to be assessed, the following formula is used:

- $12 \div 100$  (sample size) = 12%
- $12\% - 10\% = 2\%$  over the AQL
- $12\% \times 1000$  (lot size) = 120 (# of unacceptable discrepancies)
- $120 \times 5 = 600$  points

When services are determined to be unsatisfactorily performed in the time stipulated, County may still desire the service be properly performed prior to the next scheduled performance review.

## 6. Remedy of Defects

Notwithstanding a finding of unsatisfactory service and assessment of Unsatisfactory Performance Indicators (UPIs), Contractor must, within ten (10) workdays, remedy any and all defects in the provision of the Contractor's services and, as deemed necessary by the CCA, perform such services again at an acceptable level.

## **7. Unsatisfactory Performance Remedies**

When Contractor's performance does not conform to the requirements of this Contract, the County will have the option to apply the following nonperformance remedies:

- Require the Contractor to implement a formal corrective action plan, subject to approval by the County. In the plan, Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
- Assess penalty amounts for each Unsatisfactory Performance Indicator (UPI) per quarter that exceeds the allowable Acceptable Quality Level. Access deductions in the amount of \$10.00 per point for each UPI exceeding 100 points for the quarter.
- Failure of the Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) workdays shall constitute authorization for the County to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of the Contractor's failure to perform said service(s), as determined by the County, shall be credited to the County on the Contractor's future invoice.
- Suspend or cancel the contract for systematic, deliberate misrepresentations. This section does not preclude the County's right to terminate the Contract upon thirty (30) days written notice with or without cause, as provided for in Standard Terms and Conditions, sub-section 8.67, Termination for Convenience of County, herein above.

## HOMELESS CALWORKS FAMILIES PROJECT PERFORMANCE REQUIREMENTS SUMMARY CHART

Required Section	Performance Indicator(s)	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Monthly Unsatisfactory Performance Indicator Points for Exceeding the AQL
Contract, Sub-section 5.9, Invoices and Payments, sub-paragraph 5.9.2	Contractor shall submit a monthly invoice by the 25 <sup>th</sup> day of each month for the previous month's actual cost of services rendered with all back-up documentation.	Invoice shall be submitted by the 25 <sup>th</sup> calendar day of each month (excluding weekends and/or County holidays).	0.0%	Review delivery date to ensure receipt by the 25 <sup>th</sup> calendar of the month (excluding weekends and/or County holidays).	10 points per day after due date.
Contract, Sub-section 8.10, Complaints	Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to user complaints.	Contractor shall provide County with a policy for receiving, investigating and responding to user complaints within 15 business days after the Contract effective date.	0.0%	Review the Contractor's policy of receiving user complaints.	10 points per day after due date.
SOW, Attachment A, sub-paragraph 5.1.2.2 Transport participants	Contractor maintains documentation on file indicating transportation provided to families as requested.	Contractor staff provides transportation as requested.	2 participants per site per quarter.	Review of Transportation Log.	10 points per incident.
SOW, Attachment A, sub-section 5.1.6 Maintain a database	Contractor maintains a database of CalWORKs WtW families receiving emergency shelter in hotels/motels and/or emergency shelter facilities.	Documentation on file indicating 120-day limit.	0.0%	Review MMR and Participant Roster.	10 points per incident.
SOW, Attachment A, Section 5.2 Performance Outcome Measures, sub-section 5.2.1	Track daily and report, the number of families placed into emergency shelter <u>within</u> 24 hours from the participant's initial request.	Contractor shall track and report the number of families enrolled in emergency or transitional housing within 24 hours.	0.0%	Review MMR, Participant Roster and case files during the quarterly on-site monitoring visit.	10 points per incident.
SOW, Attachment A, Section 5.2 Performance Outcome Measures, sub-section 5.2.2	Track daily and report, the number of families placed into emergency shelter <u>after</u> 24 hours from the participant's initial request.	Contractor shall track and report the number of families placed in emergency or transitional housing after 24 hours from the participant's initial request.	0.0%	Review MMR, Participant Roster and case files during the quarterly on-site monitoring visit.	10 points per incident.

## HOMELESS CALWORKS FAMILIES PROJECT PERFORMANCE REQUIREMENTS SUMMARY CHART

Required Section	Performance Indicator(s)	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Monthly Unsatisfactory Performance Indicator Points for Exceeding the AQL
SOW, Attachment A, Section 5.2 Performance Outcome Measures, sub-section 5.2.3	Track and report, the number of families referred for emergency shelter services that exhausted the 120-days of eligibility and continued to receive assistance for emergency shelter.	Contractor shall track and report the number of families who exhausted the 120-days.	0.0%	Review MMR, Participant Roster and case files during the quarterly on-site monitoring visit.	10 points per incident.
SOW, Attachment A, Section 5.2 Performance Outcome Measures, sub-section 5.2.4	Track and report, the number of families moved from the ESS program and transferred into the HCFP program.	Contractor shall track and report the number of families who left the HCFP program.	0.0%	Review MMR and Participant Roster.	10 points per incident.
SOW, Attachment A, Section 5.2 Performance Outcome Measures, sub-section 5.2.5	Track and report, the number of families who received emergency housing vouchers for motel/hotel services within the month of service.	Contractor shall track and report the number of families who received emergency housing vouchers for motel/hotel services.	0.0%	Review MMR and case files during the quarterly on-site monitoring visit.	10 points per incident.
SOW, Attachment A, Section 5.2 Performance Outcome Measures, sub-section 5.2.6	Track and report, the number of unduplicated/new families who received emergency shelter within the service month.	Contractor shall track and report the number of families who received emergency shelter services.	0.0%	Review MMR and case files during the quarterly on-site monitoring visit.	10 points per incident.
SOW, Attachment A, Section 5.2 Performance Outcome Measures, sub-section 5.2.7	Track and report, the total number of new/ongoing families that received emergency shelter within the service month.	Contractor shall track and report the number of families who received emergency shelter services.	0.0%	Review MMR and case files during the quarterly on-site monitoring visit.	10 points per incident.
SOW, Attachment A, Section 5.2 Performance Outcome Measures, sub-section 5.2.8	Track and report, the number of families who received timely transportation services based on families needs and availability.	Contractor shall track and report the number of families who received transportation.	0.0%	Review MMR and Transportation Log.	10 points per incident.

## HOMELESS CALWORKS FAMILIES PROJECT PERFORMANCE REQUIREMENTS SUMMARY CHART

Required Section	Performance Indicator(s)	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Monthly Unsatisfactory Performance Indicator Points for Exceeding the AQL
SOW, Attachment A, Section 5.2 Performance Outcome Measures, sub-section 5.2.9	Track and report, the number of families who received bus tokens.	Contractor shall track and report the number of families who received bus tokens.	0.0%	Review MMR and Transportation Log.	10 points per incident.
SOW, Attachment A, Section 5.2 Performance Outcome Measures, sub-section 5.2.10	Track and report, the number of miles driven.	Contractor shall track and report the number of miles driven.	0.0%	Review MMR and Transportation Log.	10 points per incident.
SOW, Attachment A, Section 5.2 Performance Outcome Measures, sub-section 5.2.11	Track and report, the number of families who received emergency supplies.	Contractor shall track and report the number of families who received emergency supplies.	0.0%	Review MMR and Participant Roster.	10 points per incident.
SOW, Attachment A, Section 5.2 Performance Outcome Measures, sub-section 5.2.12	Track and report, the number of families who were placed in transitional housing during the service month.	Contractor shall track and report the number of families who were placed in transitional housing during the service month.	0.0%	Review MMR, Participant Roster, and the case files during the quarterly on-site monitoring visit.	10 points per incident.
SOW, Attachment A, Section 5.2 Performance Outcome Measures, sub-section 5.2.13	Track and report, the number of families who were placed in permanent housing during the service month.	Contractor shall track and report the number of families who were placed in permanent housing during the service month.	0.0%	Review MMR, Participant Roster, and the case files during the quarterly on-site monitoring visit.	10 points per incident.
SOW, Attachment A, Section 5.2 Performance Outcome Measures, sub-section 5.2.14	Track and report, the number of families who exhausted the 120-days and were not placed in transitional and/or permanent housing.	Contractor shall track and report the number of families who exhausted 120-days and were not placed in transitional and/or permanent housing.	0.0%	Review MMR, Participant Roster.	10 points per incident.

## HOMELESS CALWORKS FAMILIES PROJECT PERFORMANCE REQUIREMENTS SUMMARY CHART

Required Section	Performance Indicator(s)	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Monthly Unsatisfactory Performance Indicator Points for Exceeding the AQL
SOW, Attachment A, Section 7.0 Monthly Complaint Log sub-section 7.1, sub-paragraph 7.1.1	Contractor shall provide a Monthly Complaint Log which contains complaints involving participants, on providers, on the Contractor or on other County Departments providing services in the HCFP	Monthly Complaint Log shall be submitted by the 25 <sup>th</sup> calendar day of each month (excluding weekends and/or County holidays).	0.0%	Review MMR.	10 points per day after due date.
SOW, Attachment A, Section 7.0 Monthly Management Report sub-section 7.2, sub-paragraph 7.2.1	Contractor shall provide a Monthly Management Report (MMR), which contains all information on families enrolled in program.	MMR shall be submitted by the 25 <sup>th</sup> calendar day of each month (excluding weekends and/or County holidays).	0.0%	Review MMR.	10 points per day after due date.
SOW, Attachment A, Section 7.0 Participant Roster sub-section 7.3, sub-paragraph 7.3.1	Contractor shall provide a Participant Roster which contains all information on families enrolled in program.	Participant Roster shall be submitted by the 25 <sup>th</sup> calendar day of each month (excluding weekends and/or County holidays).	0.0%	Review MMR.	10 points per day after due date.
SOW, Attachment A, Section 7.0 Transportation Log sub-section 7.4, sub-paragraph 7.4.1	Contractor shall provide a Transportation Log which contains all information on families who were provided transportation.	Transportation Log shall be submitted by the 25 <sup>th</sup> calendar day of each month (excluding weekends and/or County holidays).	0.0%	Review MMR.	10 points per day after due date.

**HCFP Case Discrepancy Report**  
(sub-section 1.4.3)

Project Site: \_\_\_\_\_ Service Month: \_\_\_\_\_  
Client Name: \_\_\_\_\_ CalWORKs Case #: \_\_\_\_\_

Discrepancy Problem: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature of CCA: \_\_\_\_\_ Report Date: \_\_\_\_\_ To Return By: \_\_\_\_\_

Contractor Response (Cause and Corrective Action): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature of Agency Contract Manager: \_\_\_\_\_ Response Date: \_\_\_\_\_

County Evaluation of Contractor Response - Acceptable: Yes \_\_\_\_\_ No \_\_\_\_\_

If not acceptable, reason: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature of CCA: \_\_\_\_\_ Report Date: \_\_\_\_\_ To Return By: \_\_\_\_\_

Contractor Follow-Up Action: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature of Agency Contract Manager: \_\_\_\_\_ Response Date: \_\_\_\_\_

Note: subsequent County non-acceptance of Agency corrective action may be followed by more formal action)



**HCFP Contract Discrepancy Report**

(sub-section 1.4.4)

To: \_\_\_\_\_ of \_\_\_\_\_ Agency

From: \_\_\_\_\_ DPSS

Discrepancy Problem: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature of CCA: \_\_\_\_\_ Report Date: \_\_\_\_\_ To Return By: \_\_\_\_\_

Contractor Response (Cause and Corrective Action): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature of Agency Contract Manager: \_\_\_\_\_ Response Date: \_\_\_\_\_

County Evaluation of Contractor Response - Acceptable: Yes \_\_\_\_\_ No \_\_\_\_\_

If not acceptable, reason: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature of CCA: \_\_\_\_\_ Report Date: \_\_\_\_\_ To Return By: \_\_\_\_\_

Contractor Follow-Up Action: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature of Agency Contract Manager: \_\_\_\_\_ Response Date: \_\_\_\_\_

Note: subsequent County non-acceptance of Agency corrective action may be followed by more formal action)

**HCFP Monthly Complaint Log**  
(sub-section 7.1 & 9.3.1)

Project Site:		Service Month:	
Agency or Staff:		Date:	
Client's Name:	CalWORKs Case #:	Primary Language:	

Complaint: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Resolution: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Staff  
Completing  
Report: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

Supervisor's  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*Note: If a complaint is filed, attach a copy of the Complaint Log to the MMR.*

**HCFP Incident Report Form**

**Project Site:** \_\_\_\_\_ **Service Month:** \_\_\_\_\_  
**Client Name:** \_\_\_\_\_ **CalWORKs Case #:** \_\_\_\_\_

(sub-section 9.3.2)

Staff: \_\_\_\_\_ Program/Project: \_\_\_\_\_  
 Staff: \_\_\_\_\_ Program/Project: \_\_\_\_\_  
 Staff: \_\_\_\_\_ Program/Project: \_\_\_\_\_  
 Staff: \_\_\_\_\_ Program/Project: \_\_\_\_\_  
 Report Date: \_\_\_\_\_ Time: \_\_\_\_\_

**Were clients involved in anyway:** Yes: \_\_\_\_\_ No: \_\_\_\_\_

Address: \_\_\_\_\_

Incident location: \_\_\_\_\_

**Where were you when the incident/accident occurred?**

**Were you or your team member involved in the incident?** Yes: \_\_\_\_\_ No: \_\_\_\_\_

**Type of incident (check all that apply):**

Adult abuse or Neglect		Threat of Violence		Property Damage		Vehicle Accident		Other	
Child Abuse or Neglect		Domestic Violence		Property Lost		Mental Health Crisis		Other	
Client Assaulted		Staff Assaulted		Property Stolen		Other		Other	

**Describe persons directly involved:**

**Witness(s) information:**

	Name:	Address:	Phone:
1)			
2)			
3)			
4)			

**Additional information for this page:**

Police contacted? Yes: \_\_\_\_\_ No: \_\_\_\_\_  
 Was a police report filed/taken? Yes: \_\_\_\_\_ No: \_\_\_\_\_  
 Report filed on: Date: \_\_\_\_\_ Time: \_\_\_\_\_  
 Report available on: Date: \_\_\_\_\_ Time: \_\_\_\_\_

Anyone require medical attention: Yes: \_\_\_\_\_ No: \_\_\_\_\_  
 Was an ambulance called: Yes: \_\_\_\_\_ No: \_\_\_\_\_  
 Anyone taken to the hospital: Yes: \_\_\_\_\_ No: \_\_\_\_\_

Describe: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Vehicle(s) involved/observed:**

License plate: \_\_\_\_\_ Make: \_\_\_\_\_ Driver: \_\_\_\_\_  
 Model: \_\_\_\_\_ Year: \_\_\_\_\_ Passenger: \_\_\_\_\_  
 Color: \_\_\_\_\_ Body Type: \_\_\_\_\_ VIN#: \_\_\_\_\_  
 Other information regarding vehicle(s): \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Incident reported to LAHSA staff: Yes: \_\_\_\_\_ No: \_\_\_\_\_  
 Reported to: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

**Notified by (check all that apply):**

In person		By phone		In writing		E-mail		Other	
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**Information on client(s) involved:**

Name: \_\_\_\_\_ Contact number: \_\_\_\_\_  
 Name: \_\_\_\_\_ Contact number: \_\_\_\_\_  
 Name: \_\_\_\_\_ Contact number: \_\_\_\_\_  
 Name: \_\_\_\_\_ Contact number: \_\_\_\_\_

General description of incident/behavior/other information:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Prepared by: \_\_\_\_\_ Date: \_\_\_\_\_



## HCFP TRANSPORTATION LOG

(Performance Outcome Measures: 5.2.8, 5.2.9 & 5.2.10 and sub-sections 5.1.2.2 & 7.4)



Service Month: \_\_\_\_\_ Project Site: \_\_\_\_\_ Date: \_\_\_\_\_

Client's Name	CalWORKs Case #	# of bus tokens issued	Staff initials providing bus tokens	Client's Signature	Destination to / from:		Travel Time		Miles Driven
					Starting Point	Ending Point	Pick-up (am/pm)	Arrival (am/pm)	
Start of the Day Odometer Reading:									
1									
2									
3									
4									
5									
End of the Day Odometer Reading:									

Total Miles Driven: 0

Comments: \_\_\_\_\_

Print Driver's Name: \_\_\_\_\_ Back-up Driver: \_\_\_\_\_ Supervisor's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Note: The Transportation Log is due by the 25th calendar day attached to the Monthly Complaint Log, MMR and Participant Roster each month.

**ATTACHMENT B**  
**LOS ANGELES HOMELESS SERVICES AUTHORITY**  
**BUDGET**

## BUDGET SUMMARY

**PROJECT NAME: HOMELESS CALWORKS FAMILIES PROJECTS**

**CONTRACTOR: Los Angeles Homeless Services Authority**

**CONTRACT PERIOD: 07/1/10 - 06/30/13**

**FISCAL YEAR: 2010 - 2013**

**CONTACT PERSON: Michael Arnold**

**TELEPHONE NUMBER: (213) 683-3333**

	Year 1*	Year 2**	Year 3***	TOTAL
Administrative Costs	200,525	200,525	200,525	601,575
Salaries	793,969	817,788	842,322	2,454,079
Benefits and Taxes	222,311	228,981	235,850	687,142
Operating Costs	219,727	189,238	165,362	574,327
Direct Program Costs	568,720	568,720	561,193	1,698,633
<b>Totals</b>	<b>2,005,252</b>	<b>2,005,252</b>	<b>2,005,252</b>	<b>6,015,756</b>

**Grand Total Contract Cost** 6,015,756

**Footnotes:**

\* year = fiscal year (July 1, 2010 through June 30, 2011)

\*\* year = fiscal year (July 1, 2011 through June 30, 2012)

\*\*\* year = fiscal year (July 1, 2012 through June 30, 2013)

## LINE ITEM BUDGET

**PROJECT NAME:** HOMELESS CALWORKS FAMILIES PROJECTS  
**CONTRACTOR:** LAHSA  
**CONTRACT PERIOD:** 07/1/10 - 06/30/13  
**FISCAL YEAR:** 2010 - 2011

**CONTACT PERSON:** Michael Arnold  
**TELEPHONE NUMBER:** (213) 683-3333

**ADMINISTRATIVE COSTS**  
(see page 4 of 8 for details):

<b>TOTAL ADMINISTRATIVE COSTS (10% of Budget)</b>	2,005,252	10%	<b>TOTAL</b> <b>07/1/10-6/30/11</b> <b>200,525</b>
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COSTS:	East Valley	Norwalk	Pomona	S.G. Valley	Skid Row	So. Central	Total
HCFP Team Staff Salaries	111,156	111,156	111,156	119,095	230,251	111,156	<b>793,969</b>
Taxes and Benefits (28% of Salaries)	31,124	31,124	31,124	33,347	64,470	31,124	<b>222,311</b>
<b>SUBTOTAL:</b>							<b>1,016,280</b>

**OPERATING COSTS:**

**One-Time Purchases**

	East Valley	Norwalk	Pomona	S.G. Valley	Skid Row	So. Central	Total
Staff Uniforms Purchase	630	630	630	675	1,305	630	4,500
Desk Phones Purchase	-	-	-	-	-	-	-
Two-way Cellular Telephone Purchase	-	-	-	-	-	-	-
Office Furniture Purchase	-	-	-	-	-	-	-
<b>One-Time Purchases Subtotal</b>	<b>630</b>	<b>630</b>	<b>630</b>	<b>675</b>	<b>1,305</b>	<b>630</b>	<b>4,500</b>

**Monthly Expenses**

	East Valley	Norwalk	Pomona	S.G. Valley	Skid Row	So. Central	Total
Rent (office space)	9,873	9,873	9,873	10,578	20,451	9,873	70,521
Office and Computers Supplies	686	686	686	735	1,421	686	4,901
Office Telephone Service	485	485	485	520	1,005	485	3,464
Cellular Telephone Service	3,217	3,217	3,217	3,447	6,664	3,217	22,980
Vehicle Monthly Expense	8,470	8,470	8,470	9,075	17,545	8,470	60,500
Vehicle Maintenance	1,599	1,599	1,599	1,713	3,312	1,599	11,419
Vehicle Gasoline Expense	1,441	1,441	1,441	1,544	2,985	1,441	10,292
Auto Insurance	2,800	2,800	2,800	3,000	5,800	2,800	20,000
Van Parking	1,561	1,561	1,561	1,673	3,234	1,561	11,150
Staff Parking/Bus Passes	-	-	-	-	-	-	-
<b>Subtotal Monthly Expenses</b>	<b>30,132</b>	<b>30,132</b>	<b>30,132</b>	<b>32,284</b>	<b>62,416</b>	<b>30,132</b>	<b>215,227</b>

**OPERATING COSTS SUBTOTAL**

**DIRECT PROGRAM COSTS**

Emergency Shelter/Housing Vouchers	78,120	78,120	78,120	83,700	161,820	78,120	558,000
Bus Tokens (emergency transportation)	700	700	700	750	1,450	700	5,000
Client Supplies	801	801	801	858	1,659	801	5,720

**DIRECT PROGRAM COSTS SUBTOTAL:**

<b>COSTS</b>			<b>788,447</b>
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<b>GRAND TOTAL CONTRACT COSTS</b>			<b>2,005,252</b>
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## PERSONNEL SCHEDULE HOMELESS CALWORKS FAMILIES PROJECT

CONTRACTOR: LAHSA  
CONTRACT PERIOD: 07/1/10 - 06/30/13  
FISCAL YEAR: 2010 - 2011

CONTACT PERSON: Michael Arnold  
TELEPHONE NUMBER: (213) 683-3333

**Section I**

PERSONNEL SALARIES (2)	POSITION CLASSIFICATION	NUMBER OF POSITIONS	MONTHLY SALARY	% TIME ALLOCATION	TOTAL MONTHLY COST	TOTAL ANNUAL COST
Director	Director of Homeless Services	0.5	\$ 6,437	100%	\$ 3,219	38,624
Program Supervisor	Operations & Emergency Housing	1	\$ 3,751	100%	\$ 3,751	45,008
Program Supervisor	Emergency Services & Transportation	1	\$ 3,641	100%	\$ 3,641	43,697
Senior Coordinator	Housing Resource Specialist	1	\$ 3,580	100%	\$ 3,580	42,962
Senior Coordinator	SD 5 Pomona (Lancaster)	1	\$ 3,191	100%	\$ 3,191	38,295
Senior Coordinator	SD 3 San Fernando Valley	1	\$ 3,191	100%	\$ 3,191	38,295
Senior Coordinator	SD 4 Norwalk	1	\$ 2,862	100%	\$ 2,862	34,343
Senior Coordinator	SD 2 South Los Angeles	1	\$ 2,600	100%	\$ 2,600	31,205
Senior Coordinator	SD 1 Metro	1	\$ 2,615	100%	\$ 2,615	31,378
Senior Coordinator	SD 1 El Monte	1	\$ 3,166	100%	\$ 3,166	37,998
Senior Coordinator	SD 1 Metro	1	\$ 2,986	100%	\$ 2,986	35,834
Service Coordinator	Housing Resource Assistant	1	\$ 3,191	100%	\$ 3,191	38,295
Service Coordinator	SD 5 Pomona (Lancaster)	1	\$ 3,071	100%	\$ 3,071	36,852
Service Coordinator	SD 3 San Fernando Valley	1	\$ 2,813	100%	\$ 2,813	33,755
Service Coordinator	SD 4 Norwalk	1	\$ 3,191	100%	\$ 3,191	38,295
Service Coordinator	SD 2 South Los Angeles	1	\$ 2,900	100%	\$ 2,900	34,794
Service Coordinator	SD 1 Metro	1	\$ 3,126	100%	\$ 3,126	37,510
Service Coordinator	SD 1 El Monte	1	\$ 2,625	100%	\$ 2,625	31,506
Service Coordinator	SD 1 Metro	1	\$ 2,551	100%	\$ 2,551	30,615
Service Coordinator	Emergency Services & Transportation	1	\$ 2,551	100%	\$ 2,551	30,615
Service Coordinator	Emergency Services & Transportation	1	\$ 2,601	100%	\$ 2,601	31,209
Service Coordinator	Emergency Services & Transportation	1	\$ 2,740	100%	\$ 2,740	32,885
		21.5				
Total Salaries:			\$ 69,383		\$ 66,164	\$ 793,969

**Section II**

EMPLOYEE BENEFITS BY CLASSIFICATION	POSITION CLASSIFICATION	POSITION CLASSIFICATION	POSITION CLASSIFICATION	POSITION CLASSIFICATION	POSITION CLASSIFICATION	(5)	TOTAL
Health Plan (3)							
Dental Plan							
Retirement							
SUI							
Social Security							
<b>Worker's Compensation</b>							
Long-Term Disability							
Holidays							
Sick Leave							
Vacation							
Life Insurance							
Staff Parking/Bus Passes							
Taxes and Benefits							
	Total Taxes and Benefits are calculated at 28% of salaries						
<b>Fringe Benefit Subtotal</b>							
<b>Total # of Positions by Classification</b>							
<b>Total Fringe Benefits (4):</b>							\$222,311

Footnotes:

- (1) Annual Year is Fiscal Year
- (2) Contractors must be in compliance with the County's Living Wage Ordinance.
- (3) Indicate if Cafeteria Plan
- (4) Fringe Benefits Subtotal per Classification x number of position
- (5) Change the column heading to the name of the position and provide benefit information for that position

### ADMINISTRATIVE COSTS SCHEDULE HOMELESS CALWORKS FAMILIES PROJECT

CONTRACTOR: LAHSA  
CONTRACT PERIOD: 07/1/10 - 06/30/13  
FISCAL YEAR: 2010 - 2011

CONTACT PERSON: Michael Arnold  
TELEPHONE NUMBER: (213) 683-3333

**Section I**

PERSONNEL SALARIES (2)	POSITION CLASSIFICATION	NUMBER OF POSITIONS	MONTHLY SALARY	% TIME ALLOCATION	TOTAL MONTHLY COST	TOTAL ANNUAL COST
Executive Director	Executive	1	16,556	5%	828	9,934
Director Administration	Administrative	1	6,828	10%	683	8,193
Contracts Unit Manager	Administrative	1	5,988	44%	2,635	31,616
Contract Specialist	Administrative	1	4,250	50%	2,125	25,500
Contract Specialist	Administrative	1	4,335	5%	217	2,601
Director IT/HMIS	Administrative (IT)	0.4	9,971	10%	399	4,786
Systems Administrator	Administrative (IT)	1	5,022	5%	251	3,013
Database Administrator	Administrative (IT)	1	6,162	5%	308	3,697
IT Support Specialist	Administrative (IT)	0.1	4,335	10%	43	520
IT Support Specialist	Administrative (IT)	1	4,465	5%	223	2,679
CFO	Finance	1	12,502	5%	625	7,501
Controller	Finance	1	10,270	3%	308	3,697
Compliance Officer	Finance	1	9,287	5%	464	5,572
Budget Manager	Finance	1	5,805	4%	232	2,786
Administrative Manager	Finance	1	6,278	5%	314	3,767
Fin Analyst	Finance	1	5,251	5%	263	3,151
Program Acct/Aud	Finance	1	3,902	10%	390	4,682
Program Acct/Aud	Finance	1	4,075	5%	204	2,445
Admin Program Accountant	Finance	1	3,751	20%	750	9,002
Admin Program Accountant	Finance	1	3,938	5%	197	2,363
Supv Program Acct/Auditor	Finance	1	5,100	5%	255	3,060
		19.5				
Total Salaries:			\$ 138,068		\$ 11,714	140,564

**Section II**

EMPLOYEE BENEFITS BY CLASSIFICATION	POSITION CLASSIFICATION	POSITION CLASSIFICATION	POSITION CLASSIFICATION	POSITION CLASSIFICATION	POSITION CLASSIFICATION	(5)	TOTAL
Health Plan (3)							
Dental Plan							
Retirement							
SUI							
Social Security							
<b>Worker's Compensation</b>							
Long-Term Disability							
Holidays							
Sick Leave							
Vacation							
Life Insurance							
Staff Parking/Bus Passes							
Taxes and Benefits							
	Total Taxes and Benefits are calculated at 28% of salaries						39,358
Fringe Benefit Subtotal							39,358
Total # of Positions by Classification							
Total Fringe Benefits (4):							39,358

NON-PERSONNEL						(5)	TOTAL
Rent					\$ 1,000		12,000
Telephone					\$ 250		3,000
Parking, bus passes & Mileage					\$ 200		2,400
Office Supplies					\$ 200		2,400
Audit					\$ 67		803
Insurance					\$ -		-
Recruiting					\$ -		-
Non-Personnel Subtotal	\$0.00	\$0.00	\$0.00	\$0.00	\$1,716.91		20,603
Total Non-Personnel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		20,603

Total Administrative Costs

200,525

**Footnotes:**

- (1) Annual Year is Fiscal Year
- (2) Contractors must be in compliance with the County's Living Wage Ordinance.
- (3) Indicate if Cafeteria Plan
- (4) Fringe Benefits Subtotal per Classification x number of position
- (5) Change the column heading to the name of the position and provide benefit information for that position

## DIRECT SERVICE PROVIDER BUDGET

**PROJECT NAME:** HOMELESS CALWORKS FAMILIES PROJECTS

CONTRACTOR:	LAHSA	CONTACT PERSON:	Michael Arnold
CONTRACT PERIOD:	07/1/10 - 06/30/13	TELEPHONE NUMBER:	(213) 683-3333
FISCAL YEAR:	2010 - 2011		

### DIRECT SERVICES (1)

	TOTAL COST
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Emergency Housing Vouchers	558,000
Bus Tokens (Emergency Transportation)	5,000
Client Supplies/Business Meeting, events	5,720
<b>Total Direct Services Costs</b>	<b>568,720</b>

Footnote:

(1) Contractors are required to complete a budget narrative for each separate line item in their budget. All figures and compilations must be clearly explained.

Los Angeles Homeless Services Authority, Contract # \_\_\_\_\_

**HOMELESS CALWORKS FAMILIES PROJECTS**

Department or Agency Los Angeles Homeless Services Authority  
 Contact Person Michael Arnold  
 Phone No. (213) 683-3333

Fiscal Year: **2010 - 2011**

**EDP EQUIPMENT SCHEDULE**

Line Number	Description	Quantity	Unit Cost	Total Cost

GRAND TOTAL      \$0.00

Name: \_\_\_\_\_  
 \_\_\_\_\_

Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

Justification Submitted      Yes      No

**DPSS Review / Approval** *(circle one)* :

- OMB Circular A-87 provides that the cost of equipment must "be reasonable and necessary for proper and efficient performance and administration of the project."
- No EDP equipment over \$5,000 per item.

Los Angeles Homeless Services Authority, Contract #\_\_\_\_\_

## HOMELESS CALWORKS FAMILIES PROJECTS

Fiscal Year: 2010 - 2011

## EDP EQUIPMENT JUSTIFICATION

## JUSTIFICATION

[illegible]

Prepared by: \_\_\_\_\_  
Phone No. \_\_\_\_\_

Use additional sheets as needed.

## EMPLOYEE BENEFITS WORKSHEET

CONTRACTOR: LAHSA	CONTRACT PERIOD: 07/1/10 - 06/30/13
Position Classification:	FISCAL YEAR: 2010 - 2011

**Medical Insurance/Health Plan (1)**

Employer Pays	100%	Employee Pays	\$		Total Premium	\$
Annual Deductible:						
		Employee	\$			
		Family	\$			
Coverage (check all applicable):						
<input type="checkbox"/>		Hospital Care : Inpatient	\$		Outpatient	\$
<input type="checkbox"/>		X-Ray & Laboratory				
<input type="checkbox"/>		Surgery				
<input type="checkbox"/>		Office Visits				
<input type="checkbox"/>		Pharmacy				
<input type="checkbox"/>		Maternity				
<input type="checkbox"/>		Mental Health/Chemical Dependency, Inpatient				
<input type="checkbox"/>		Mental Health/Chemical Dependency, Outpatient				

**Dental Insurance**

Employer Pays	100%	Employee Pays	\$		Total Premium	\$
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**Life Insurance**

Employer Pays	100%	Employee Pays	\$		Total Premium	\$
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**Vacation**

Number of Days:	10 , And	
Any Increase After	5 Years of Employment, Number of Days or Hours	15

**Sick Leave**

Number of Days:	12 , Per Year, And
Any Increase or Accumulation, Number of Days or Hours	

**Holidays**

Number of Days:	11 & 1 Floating Holiday, Per Year
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**Retirement**

Employer Pays	5%	Employee Pays	\$		Total	\$
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**Footnote:**

(1) Indicate if Cafeteria Plan and amount per employee

## LINE ITEM BUDGET

**PROJECT NAME:** HOMELESS CALWORKS FAMILIES PROJECTS  
**CONTRACTOR:** LAHSA  
**CONTRACT PERIOD:** 07/1/10 - 06/30/13  
**FISCAL YEAR:** 2011 - 2012

**CONTACT PERSON:** Michael Arnold  
**TELEPHONE NUMBER:** (213) 683-3333

**ADMINISTRATIVE COSTS**  
(see page 4 of 8 for details):

<b>TOTAL ADMINISTRATIVE COSTS (10% of Budget)</b>	2,005,252	10%	<b>TOTAL</b> <b>07/1/11-6/30/12</b> <b>200,525</b>
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COSTS:	East Valley	Norwalk	Pomona	S.G. Valley	Skid Row	So. Central	Total
HCFP Team Staff Salaries	114,490	114,490	114,490	122,668	237,159	114,490	<b>817,788</b>
Taxes and Benefits (28% of Salaries)	32,057	32,057	32,057	34,347	66,404	32,057	<b>228,981</b>
<b>SUBTOTAL:</b>							<b>1,046,769</b>

**OPERATING COSTS:**

**One-Time Purchases**

	East Valley	Norwalk	Pomona	S.G. Valley	Skid Row	So. Central	Total
Staff Uniforms Purchase	350	350	350	375	725	350	2,500
Desk Phones Purchase	-	-	-	-	-	-	-
Two-way Cellular Telephone Purchase	-	-	-	-	-	-	-
Office Furniture Purchase	-	-	-	-	-	-	-
<b>One-Time Purchases Subtotal</b>	<b>350</b>	<b>350</b>	<b>350</b>	<b>375</b>	<b>725</b>	<b>350</b>	<b>2,500</b>

**Monthly Expenses**

	East Valley	Norwalk	Pomona	S.G. Valley	Skid Row	So. Central	Total
Rent (office space)	8,473	8,473	8,473	9,078	17,551	8,473	60,521
Office and Computers Supplies	241	241	241	258	498	241	1,718
Office Telephone Service	241	241	241	258	498	241	1,718
Cellular Telephone Service	2,170	2,170	2,170	2,325	4,495	2,170	15,500
Vehicle Monthly Expense	8,219	8,219	8,219	8,806	17,025	8,219	58,706
Vehicle Maintenance	1,190	1,190	1,190	1,275	2,464	1,190	8,498
Vehicle Gasoline Expense	1,599	1,599	1,599	1,713	3,312	1,599	11,419
Auto Insurance	2,612	2,612	2,612	2,799	5,411	2,612	18,658
Van Parking	1,400	1,400	1,400	1,500	2,900	1,400	10,000
Staff Parking/Bus Passes	-	-	-	-	-	-	-
<b>Subtotal Monthly Expenses</b>	<b>26,143</b>	<b>26,143</b>	<b>26,143</b>	<b>28,011</b>	<b>54,154</b>	<b>26,143</b>	<b>186,738</b>

**OPERATING COSTS SUBTOTAL**

**189,238**

**DIRECT PROGRAM COSTS**

Emergency Shelter/Housing Vouchers	78,120	78,120	78,120	83,700	161,820	78,120	558,000
Bus Tokens (emergency transportation)	700	700	700	750	1,450	700	5,000
Client Supplies	801	801	801	858	1,659	801	5,720

**DIRECT PROGRAM COSTS SUBTOTAL:**

**79,621 79,621 79,621 85,308 164,929 79,621 568,720**

**COSTS**

**757,958**

**GRAND TOTAL CONTRACT COSTS**

**2,005,252**

## PERSONNEL SCHEDULE HOMELESS CALWORKS FAMILIES PROJECT

CONTRACTOR: LAHSA  
CONTRACT PERIOD: 07/1/10 - 06/30/13  
FISCAL YEAR: 2011 - 2012

CONTACT PERSON: Michael Arnold  
TELEPHONE NUMBER: (213) 683-3333

**Section I**

PERSONNEL SALARIES (2)	POSITION CLASSIFICATION	NUMBER OF POSITIONS	MONTHLY SALARY	% TIME ALLOCATION	TOTAL MONTHLY COST	TOTAL ANNUAL COST
Director	Director of Homeless Services	0.5	\$ 6,631	100%	\$ 3,315	39,783
Program Supervisor	Operations & Emergency Housing	1	\$ 3,863	100%	\$ 3,863	46,358
Program Supervisor	Emergency Services & Transportation	1	\$ 3,751	100%	\$ 3,751	45,008
Senior Coordinator	Housing Resource Specialist	1	\$ 3,688	100%	\$ 3,688	44,251
Senior Coordinator	SD 5 Pomona (Lancaster)	1	\$ 3,287	100%	\$ 3,287	39,444
Senior Coordinator	SD 3 San Fernando Valley	1	\$ 3,287	100%	\$ 3,287	39,444
Senior Coordinator	SD 4 Norwalk	1	\$ 2,948	100%	\$ 2,948	35,373
Senior Coordinator	SD 2 South Los Angeles	1	\$ 2,678	100%	\$ 2,678	32,142
Senior Coordinator	SD 1 Metro	1	\$ 2,693	100%	\$ 2,693	32,320
Senior Coordinator	SD 1 El Monte	1	\$ 3,261	100%	\$ 3,261	39,138
Senior Coordinator	SD 1 Metro	1	\$ 3,076	100%	\$ 3,076	36,909
Service Coordinator	Housing Resource Assistant	1	\$ 3,287	100%	\$ 3,287	39,444
Service Coordinator	SD 5 Pomona (Lancaster)	1	\$ 3,163	100%	\$ 3,163	37,958
Service Coordinator	SD 3 San Fernando Valley	1	\$ 2,897	100%	\$ 2,897	34,767
Service Coordinator	SD 4 Norwalk	1	\$ 3,287	100%	\$ 3,287	39,444
Service Coordinator	SD 2 South Los Angeles	1	\$ 2,987	100%	\$ 2,987	35,838
Service Coordinator	SD 1 Metro	1	\$ 3,220	100%	\$ 3,220	38,635
Service Coordinator	SD 1 El Monte	1	\$ 2,704	100%	\$ 2,704	32,451
Service Coordinator	SD 1 Metro	1	\$ 2,628	100%	\$ 2,628	31,533
Service Coordinator	Emergency Services & Transportation	1	\$ 2,628	100%	\$ 2,628	31,533
Service Coordinator	Emergency Services & Transportation	1	\$ 2,679	100%	\$ 2,679	32,145
Service Coordinator <sup>(6)</sup>	Emergency Services & Transportation	1	\$ 2,823	100%	\$ 2,823	33,871
		21.5				
Total Salaries:			\$ 71,464		\$ 68,149	\$ 817,788

**Section II**

EMPLOYEE BENEFITS BY CLASSIFICATION	POSITION CLASSIFICATION	POSITION CLASSIFICATION	POSITION CLASSIFICATION	POSITION CLASSIFICATION	POSITION CLASSIFICATION	(5)	TOTAL
Health Plan (3)							
Dental Plan							
Retirement							
SUI							
Social Security							
<b>Worker's Compensation</b>							
Long-Term Disability							
Holidays							
Sick Leave							
Vacation							
Life Insurance							
Staff Parking/Bus Passes							
Taxes and Benefits							
	Total Taxes and Benefits are calculated at 28% of salaries						
<b>Fringe Benefit Subtotal</b>							
<b>Total # of Positions by Classification</b>							
<b>Total Fringe Benefits (4):</b>							\$228,981

Footnotes:

- (1) Annual Year is Fiscal Year
- (2) Contractors must be in compliance with the County's Living Wage Ordinance.
- (3) Indicate if Cafeteria Plan
- (4) Fringe Benefits Subtotal per Classification x number of position
- (5) Change the column heading to the name of the position and provide benefit information for that position
- (6) An additional HCFP Service Coordinator is needed to assist with transportation for families in the project. The additional position will help cover the additional transportation for the increased number of families in the project.



### ADMINISTRATIVE COSTS SCHEDULE HOMELESS CALWORKS FAMILIES PROJECT

CONTRACTOR: LAHSA  
CONTRACT PERIOD: 07/1/10 - 06/30/13  
FISCAL YEAR: 2011 - 2012

CONTACT PERSON: Michael Arnold  
TELEPHONE NUMBER: (213) 683-3333

**Section I**

PERSONNEL SALARIES (2)	POSITION CLASSIFICATION	NUMBER OF POSITIONS	MONTHLY SALARY	% TIME ALLOCATION	TOTAL MONTHLY COST	TOTAL ANNUAL COST
Executive Director	Executive	1	17,053	5%	853	10,232
Director Administration	Administrative	1	7,032	10%	703	8,439
Contracts Unit Manager	Administrative	1	6,168	44%	2,714	32,565
Contract Specialist	Administrative	1	4,378	50%	2,189	26,265
Contract Specialist	Administrative	1	4,465	5%	223	2,679
Director IT/HMIS	Administrative (IT)	0.4	10,270	10%	411	4,929
Systems Administrator	Administrative (IT)	1	5,173	5%	259	3,104
Database Administrator	Administrative (IT)	1	6,347	5%	317	3,808
IT Support Specialist	Administrative (IT)	0.1	4,465	10%	45	536
IT Support Specialist	Administrative (IT)	1	4,599	5%	230	2,759
CFO	Finance	1	12,877	5%	644	7,726
Controller	Finance	1	10,578	3%	317	3,808
Compliance Officer	Finance	1	9,566	5%	478	5,740
Budget Manager	Finance	1	5,979	4%	239	2,870
Administrative Manager	Finance	1	6,466	5%	323	3,880
Fin Analyst	Finance	1	5,408	5%	270	3,245
Program Acct/Aud	Finance	1	4,019	10%	402	4,822
Program Acct/Aud	Finance	1	4,197	5%	210	2,518
Admin Program Accountant	Finance	1	3,863	20%	773	9,272
Admin Program Accountant	Finance	1	4,056	5%	203	2,434
Supv Program Acct/Auditor	Finance	1	5,253	5%	263	3,152
		19.5				
Total Salaries:			\$ 142,210		\$ 12,065	144,781

**Section II**

EMPLOYEE BENEFITS BY CLASSIFICATION	POSITION CLASSIFICATION	POSITION CLASSIFICATION	POSITION CLASSIFICATION	POSITION CLASSIFICATION	POSITION CLASSIFICATION	(5)	TOTAL
Health Plan (3)							
Dental Plan							
Retirement							
SUI							
Social Security							
<b>Worker's Compensation</b>							
Long-Term Disability							
Holidays							
Sick Leave							
Vacation							
Life Insurance							
Staff Parking/Bus Passes							
Taxes and Benefits	Total Taxes and Benefits are calculated at 28% of salaries						40,539
Fringe Benefit Subtotal							40,539
Total # of Positions by Classification							
Total Fringe Benefits (4):							40,539

NON-PERSONNEL						(5)	TOTAL
Rent					\$ 775		9,300
Telephone					\$ 150		1,800
Parking, bus passes & Mileage					\$ 150		1,800
Office Supplies					\$ 150		1,800
Audit					\$ 42		505
Insurance					\$ -		-
Recruiting					\$ -		-
Non-Personnel Subtotal	\$0.00	\$0.00	\$0.00	\$0.00	\$1,267.10		15,205
Total Non-Personnel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		15,205

Total Administrative Costs

200,525

**Footnotes:**

- (1) Annual Year is Fiscal Year
- (2) Contractors must be in compliance with the County's Living Wage Ordinance.
- (3) Indicate if Cafeteria Plan
- (4) Fringe Benefits Subtotal per Classification x number of position
- (5) Change the column heading to the name of the position and provide benefit information for that position

### DIRECT SERVICE PROVIDER BUDGET

<b>PROJECT NAME:</b>	<b>HOMELESS CALWORKS FAMILIES PROJECTS</b>		
<b>CONTRACTOR:</b>	<b>LAHSA</b>	<b>CONTACT PERSON:</b>	Michael Arnold
<b>CONTRACT PERIOD:</b>	<b>07/1/10 - 06/30/13</b>	<b>TELEPHONE NUMBER:</b>	(213) 683-3333
<b>FISCAL YEAR:</b>	<b>2011 - 2012</b>		

**DIRECT SERVICES (1)**

	<b>TOTAL COST</b>
--	-------------------

Emergency Housing Vouchers	558,000
Bus Tokens (Emergency Transportation)	5,000
Client Supplies/Business Meeting, events	5,720
<b>Total Direct Services Costs</b>	<b>568,720</b>

Footnote:

(1) Contractors are required to complete a budget narrative for each separate line item in their budget. All figures and compilations must be clearly explained.

Los Angeles Homeless Services Authority, Contract # \_\_\_\_\_

**HOMELESS CALWORKS FAMILIES PROJECTS**

Department or Agency Los Angeles Homeless Services Authority  
 Contact Person Michael Arnold  
 Phone No. (213) 683-3333

Fiscal Year: 2011 - 2012

**EDP EQUIPMENT SCHEDULE**

Line Number	Description	Quantity	Unit Cost	Total Cost

GRAND TOTAL      \$0.00

Name: \_\_\_\_\_  
 \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Justification Submitted

Yes    No

**DPSS Review / Approval** *(circle one)*:

- OMB Circular A-87 provides that the cost of equipment must "be reasonable and necessary for proper and efficient performance and administration of the project."
- No EDP equipment over \$5,000 per item.

Los Angeles Homeless Services Authority, Contract #\_\_\_\_\_

## HOMELESS CALWORKS FAMILIES PROJECTS

Fiscal Year: 2011 - 2012

## EDP EQUIPMENT JUSTIFICATION

[illegible]

Prepared by: \_\_\_\_\_  
Phone No. \_\_\_\_\_

Use additional sheets as needed.

## EMPLOYEE BENEFITS WORKSHEET

CONTRACTOR: LAHSA	CONTRACT PERIOD: 07/1/10 - 06/30/13
Position Classification:	FISCAL YEAR: 2011 - 2012

### Medical Insurance/Health Plan (1)

Employer Pays	100%	Employee Pays	\$		Total Premium	\$
Annual Deductible:						
		Employee	\$			
		Family	\$			
Coverage (check all applicable):						
<input type="checkbox"/>		Hospital Care : Inpatient	\$		Outpatient	\$
<input type="checkbox"/>		X-Ray & Laboratory				
<input type="checkbox"/>		Surgery				
<input type="checkbox"/>		Office Visits				
<input type="checkbox"/>		Pharmacy				
<input type="checkbox"/>		Maternity				
<input type="checkbox"/>		Mental Health/Chemical Dependency, Inpatient				
<input type="checkbox"/>		Mental Health/Chemical Dependency, Outpatient				

### Dental Insurance

Employer Pays	100%	Employee Pays	\$		Total Premium	\$
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### Life Insurance

Employer Pays	100%	Employee Pays	\$		Total Premium	\$
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### Vacation

Number of Days:	10 , And	
Any Increase After	5 Years of Employment, Number of Days or Hours	15

### Sick Leave

Number of Days:	12 , Per Year, And	
Any Increase or Accumulation, Number of Days or Hours		

### Holidays

Number of Days:	11 & 1 Floating Holiday, Per Year
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### Retirement

Employer Pays	5%	Employee Pays	\$		Total	\$
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### Footnote:

(1) Indicate if Cafeteria Plan and amount per employee

## LINE ITEM BUDGET

PROJECT NAME: HOMELESS CALWORKS FAMILIES PROJECTS  
 CONTRACTOR: LAHSA  
 CONTRACT PERIOD: 07/1/10 - 06/30/13  
 FISCAL YEAR: 2012 - 2013

CONTACT PERSON: Michael Arnold  
 TELEPHONE NUMBER: (213) 683-3333

**ADMINISTRATIVE COSTS**  
 (see page 4 of 8 for details):

**TOTAL ADMINISTRATIVE COSTS (10% of Budget)**

2,005,252 10%

**TOTAL**  
**07/1/12-6/30/13**  
**200,525**

**COSTS:**

	East Valley	Norwalk	Pomona	S.G. Valley	Skid Row	So. Central	Total
HCFP Team Staff Salaries	117,925	117,925	117,925	126,348	244,273	117,925	842,322
Taxes and Benefits (28% of Salaries)	33,019	33,019	33,019	35,378	68,397	33,019	235,850

**SUBTOTAL:**

**1,078,172**

**OPERATING COSTS:**

**One-Time Purchases**

	East Valley	Norwalk	Pomona	S.G. Valley	Skid Row	So. Central	Total
Staff Uniforms Purchase	140	140	140	150	290	140	1,000
Desk Phones Purchase	-	-	-	-	-	-	-
Two-way Cellular Telephone Purchase	-	-	-	-	-	-	-
Office Furniture Purchase	-	-	-	-	-	-	-
<b>One-Time Purchases Subtotal</b>	<b>140</b>	<b>140</b>	<b>140</b>	<b>150</b>	<b>290</b>	<b>140</b>	<b>1,000</b>

**Monthly Expenses**

Rent (office space)	7,000	7,000	7,000	7,500	14,500	7,000	50,000
Office and Computers Supplies	70	70	70	75	145	70	500
Office Telephone Service	70	70	70	75	145	70	500
Cellular Telephone Service	1,680	1,680	1,680	1,800	3,480	1,680	12,000
Vehicle Monthly Expense	8,219	8,219	8,219	8,806	17,025	8,219	58,706
Vehicle Maintenance	939	939	939	1,006	1,945	939	6,708
Vehicle Gasoline Expense	1,441	1,441	1,441	1,544	2,985	1,441	10,292
Auto Insurance	2,612	2,612	2,612	2,798	5,410	2,612	18,656
Van Parking	980	980	980	1,050	2,030	980	7,000
Staff Parking/Bus Passes	-	-	-	-	-	-	-
<b>Subtotal Monthly Expenses</b>	<b>23,011</b>	<b>23,011</b>	<b>23,011</b>	<b>24,654</b>	<b>47,665</b>	<b>23,011</b>	<b>164,362</b>

**OPERATING COSTS SUBTOTAL**

**165,362**

**DIRECT PROGRAM COSTS**

Emergency Shelter/Housing Vouchers	77,517	77,517	77,517	83,054	160,571	77,517	553,693
Bus Tokens (emergency transportation)	700	700	700	750	1,450	700	5,000
Client Supplies	350	350	350	375	725	350	2,500

**DIRECT PROGRAM COSTS SUBTOTAL:**

**78,567 78,567 78,567 84,179 162,746 78,567 561,193**

**COSTS**

**726,555**

**GRAND TOTAL CONTRACT COSTS**

**2,005,252**

## PERSONNEL SCHEDULE HOMELESS CALWORKS FAMILIES PROJECT

CONTRACTOR: LAHSA  
CONTRACT PERIOD: 07/1/10 - 06/30/13  
FISCAL YEAR: 2012 - 2013

CONTACT PERSON: Michael Arnold  
TELEPHONE NUMBER: (213) 683-3333

**Section I**

PERSONNEL SALARIES (2)	POSITION CLASSIFICATION	NUMBER OF POSITIONS	MONTHLY SALARY	% TIME ALLOCATION	TOTAL MONTHLY COST	TOTAL ANNUAL COST
Director	Director of Homeless Services	0.5	\$ 6,829	100%	\$ 3,415	40,977
Program Supervisor	Operations & Emergency Housing	1	\$ 3,979	100%	\$ 3,979	47,748
Program Supervisor	Emergency Services & Transportation	1	\$ 3,863	100%	\$ 3,863	46,358
Senior Coordinator	Housing Resource Specialist	1	\$ 3,798	100%	\$ 3,798	45,579
Senior Coordinator	SD 5 Pomona (Lancaster)	1	\$ 3,386	100%	\$ 3,386	40,627
Senior Coordinator	SD 3 San Fernando Valley	1	\$ 3,386	100%	\$ 3,386	40,627
Senior Coordinator	SD 4 Norwalk	1	\$ 3,036	100%	\$ 3,036	36,435
Senior Coordinator	SD 2 South Los Angeles	1	\$ 2,759	100%	\$ 2,759	33,106
Senior Coordinator	SD 1 Metro	1	\$ 2,774	100%	\$ 2,774	33,289
Senior Coordinator	SD 1 El Monte	1	\$ 3,359	100%	\$ 3,359	40,312
Senior Coordinator	SD 1 Metro	1	\$ 3,168	100%	\$ 3,168	38,016
Service Coordinator	Housing Resource Assistant	1	\$ 3,386	100%	\$ 3,386	40,627
Service Coordinator	SD 5 Pomona (Lancaster)	1	\$ 3,258	100%	\$ 3,258	39,096
Service Coordinator	SD 3 San Fernando Valley	1	\$ 2,984	100%	\$ 2,984	35,810
Service Coordinator	SD 4 Norwalk	1	\$ 3,386	100%	\$ 3,386	40,627
Service Coordinator	SD 2 South Los Angeles	1	\$ 3,076	100%	\$ 3,076	36,913
Service Coordinator	SD 1 Metro	1	\$ 3,316	100%	\$ 3,316	39,794
Service Coordinator	SD 1 El Monte	1	\$ 2,785	100%	\$ 2,785	33,424
Service Coordinator	SD 1 Metro	1	\$ 2,707	100%	\$ 2,707	32,479
Service Coordinator	Emergency Services & Transportation	1	\$ 2,707	100%	\$ 2,707	32,479
Service Coordinator	Emergency Services & Transportation	1	\$ 2,759	100%	\$ 2,759	33,109
Service Coordinator <sup>(6)</sup>	Emergency Services & Transportation	1	\$ 2,907	100%	\$ 2,907	34,887
		21.5				
Total Salaries:			\$ 73,608		\$ 70,193	\$ 842,322

**Section II**

EMPLOYEE BENEFITS BY CLASSIFICATION	POSITION CLASSIFICATION	POSITION CLASSIFICATION	POSITION CLASSIFICATION	POSITION CLASSIFICATION	POSITION CLASSIFICATION	(5)	TOTAL
Health Plan (3)							
Dental Plan							
Retirement							
SUI							
Social Security							
<b>Worker's Compensation</b>							
Long-Term Disability							
Holidays							
Sick Leave							
Vacation							
Life Insurance							
Staff Parking/Bus Passes							
Taxes and Benefits							
	Total Taxes and Benefits are calculated at 28% of salaries						
<b>Fringe Benefit Subtotal</b>							
<b>Total # of Positions by Classification</b>							
<b>Total Fringe Benefits (4):</b>							\$235,850

**Footnotes:**

- (1) Annual Year is Fiscal Year
- (2) Contractors must be in compliance with the County's Living Wage Ordinance.
- (3) Indicate if Cafeteria Plan
- (4) Fringe Benefits Subtotal per Classification x number of position
- (5) Change the column heading to the name of the position and provide benefit information for that position
- (6) An additional HCFP Service Coordinator is needed to assist with transportation for families in the project. The additional position will help cover the additional transportation for the increased number of families in the project.

### ADMINISTRATIVE COSTS SCHEDULE HOMELESS CALWORKS FAMILIES PROJECT

CONTRACTOR: LAHSA  
CONTRACT PERIOD: 07/1/10 - 06/30/13  
FISCAL YEAR: 2012 - 2013

CONTACT PERSON: Michael Arnold  
TELEPHONE NUMBER: (213) 683-3333

**Section I**

PERSONNEL SALARIES (2)	POSITION CLASSIFICATION	NUMBER OF POSITIONS	MONTHLY SALARY	% TIME ALLOCATION	TOTAL MONTHLY COST	TOTAL ANNUAL COST
Executive Director	Executive	1	17,565	5%	878	10,539
Director Administration	Administrative	1	7,243	10%	724	8,692
Contracts Unit Manager	Administrative	1	6,353	44%	2,795	33,542
Contract Specialist	Administrative	1	4,509	50%	2,254	27,053
Contract Specialist	Administrative	1	4,599	5%	230	2,759
Director IT/HMIS	Administrative (IT)	0.4	10,578	10%	423	5,077
Systems Administrator	Administrative (IT)	1	5,328	5%	266	3,197
Database Administrator	Administrative (IT)	1	6,537	5%	327	3,922
IT Support Specialist	Administrative (IT)	0.1	4,599	10%	46	552
IT Support Specialist	Administrative (IT)	1	4,737	5%	237	2,842
CFO	Finance	1	13,264	5%	663	7,958
Controller	Finance	1	10,895	3%	327	3,922
Compliance Officer	Finance	1	9,853	5%	493	5,912
Budget Manager	Finance	1	6,158	4%	246	2,956
Administrative Manager	Finance	1	6,660	5%	333	3,996
Fin Analyst	Finance	1	5,571	5%	279	3,342
Program Acct/Aud	Finance	1	4,139	10%	414	4,967
Program Acct/Aud	Finance	1	4,323	5%	216	2,594
Admin Program Accountant	Finance	1	3,979	20%	796	9,550
Admin Program Accountant	Finance	1	4,178	5%	209	2,507
Supv Program Acct/Auditor	Finance	1	5,411	5%	271	3,246
		19.5				
Total Salaries:			\$ 146,476		\$ 12,427	149,125

**Section II**

EMPLOYEE BENEFITS BY CLASSIFICATION	POSITION CLASSIFICATION	POSITION CLASSIFICATION	POSITION CLASSIFICATION	POSITION CLASSIFICATION	POSITION CLASSIFICATION	(5)	TOTAL
Health Plan (3)							
Dental Plan							
Retirement							
SUI							
Social Security							
<b>Worker's Compensation</b>							
Long-Term Disability							
Holidays							
Sick Leave							
Vacation							
Life Insurance							
Staff Parking/Bus Passes							
Taxes and Benefits	Total Taxes and Benefits are calculated at 28% of salaries						41,755
Fringe Benefit Subtotal							41,755
Total # of Positions by Classification							
Total Fringe Benefits (4):							41,755

NON-PERSONNEL						(5)	TOTAL
Rent					\$ 401		4,812
Telephone					\$ 150		1,800
Parking, bus passes & Mileage					\$ 110		1,320
Office Supplies					\$ 100		1,200
Audit					\$ 43		514
Insurance					\$ -		0
Recruiting					\$ -		-
Non-Personnel Subtotal	\$0.00	\$0.00	\$0.00	\$0.00	\$803.8		9,646
Total Non-Personnel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		9,646

Total Administrative Costs

200,525

**Footnotes:**

- (1) Annual Year is Fiscal Year
- (2) Contractors must be in compliance with the County's Living Wage Ordinance.
- (3) Indicate if Cafeteria Plan
- (4) Fringe Benefits Subtotal per Classification x number of position
- (5) Change the column heading to the name of the position and provide benefit information for that position



### DIRECT SERVICE PROVIDER BUDGET

<b>PROJECT NAME:</b>	<b>HOMELESS CALWORKS FAMILIES PROJECTS</b>		
<b>CONTRACTOR:</b>	<b>LAHSA</b>	<b>CONTACT PERSON:</b>	Michael Arnold
<b>CONTRACT PERIOD:</b>	<b>07/1/10 - 06/30/13</b>	<b>TELEPHONE NUMBER:</b>	(213) 683-3333
<b>FISCAL YEAR:</b>	<b>2012 - 2013</b>		

**DIRECT SERVICES (1)**

	<b>TOTAL COST</b>
--	-------------------

Emergency Housing Vouchers	553,693
Bus Tokens (Emergency Transportation)	5,000
Client Supplies/Business Meeting, events	2,500
<b>Total Direct Services Costs</b>	<b>561,193</b>

Footnote:

(1) Contractors are required to complete a budget narrative for each separate line item in their budget. All figures and compilations must be clearly explained.

Los Angeles Homeless Services Authority, Contract # \_\_\_\_\_

**HOMELESS CALWORKS FAMILIES PROJECTS**

Department or Agency Los Angeles Homeless Services Authority  
 Contact Person Michael Arnold  
 Phone No. (213) 683-3333

Fiscal Year: 2012 - 2013

**EDP EQUIPMENT SCHEDULE**

Line Number	Description	Quantity	Unit Cost	Total Cost

GRAND TOTAL      \$0.00

Name: \_\_\_\_\_  
 \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Justification Submitted

Yes    No

**DPSS Review / Approval** *(circle one)*:

- OMB Circular A-87 provides that the cost of equipment must "be reasonable and necessary for proper and efficient performance and administration of the project."
- No EDP equipment over \$5,000 per item.

Los Angeles Homeless Services Authority, Contract #\_\_\_\_\_

## HOMELESS CALWORKS FAMILIES PROJECTS

Fiscal Year: 2012 - 2013

## EDP EQUIPMENT JUSTIFICATION

[illegible]

Prepared by: \_\_\_\_\_  
Phone No. \_\_\_\_\_

Use additional sheets as needed.

## EMPLOYEE BENEFITS WORKSHEET

CONTRACTOR: LAHSA	CONTRACT PERIOD: 07/1/10 - 06/30/13
Position Classification:	FISCAL YEAR: 2012 - 2013

### Medical Insurance/Health Plan (1)

Employer Pays	100%	Employee Pays	\$		Total Premium	\$
Annual Deductible:						
		Employee	\$			
		Family	\$			
Coverage (check all applicable):						
<input type="checkbox"/>		Hospital Care : Inpatient	\$		Outpatient	\$
<input type="checkbox"/>		X-Ray & Laboratory				
<input type="checkbox"/>		Surgery				
<input type="checkbox"/>		Office Visits				
<input type="checkbox"/>		Pharmacy				
<input type="checkbox"/>		Maternity				
<input type="checkbox"/>		Mental Health/Chemical Dependency, Inpatient				
<input type="checkbox"/>		Mental Health/Chemical Dependency, Outpatient				

### Dental Insurance

Employer Pays	100%	Employee Pays	\$		Total Premium	\$
---------------	------	---------------	----	--	---------------	----

### Life Insurance

Employer Pays	100%	Employee Pays	\$		Total Premium	\$
---------------	------	---------------	----	--	---------------	----

### Vacation

Number of Days:	10 , And		
Any Increase After	5 Years of Employment, Number of Days or Hours		15

### Sick Leave

Number of Days:	12 , Per Year, And	
Any Increase or Accumulation, Number of Days or Hours		

### Holidays

Number of Days:	11 & 1 Floating Holiday, Per Year
-----------------	-----------------------------------

### Retirement

Employer Pays	5%	Employee Pays	\$		Total	\$
---------------	----	---------------	----	--	-------	----

### Footnote:

(1) Indicate if Cafeteria Plan and amount per employee

**ATTACHMENT C**  
**CONTRACTOR INVOICE FORMAT**

**CONTRACTOR INVOICE FORMAT****CONTRACTOR INVOICE FORMAT**  
Advance/Monthly Reconciliation Invoice

Date: \_\_\_\_\_

Invoice Month: \_\_\_\_\_

**Contractor Information:**

Contract No. \_\_\_\_\_  
 Vendor No. \_\_\_\_\_  
 Vendor Taxpayer I. D. \_\_\_\_\_  
 Contract Period \_\_\_\_\_

Los Angeles Homeless Services Authority  
 453 S. Spring Street, 12th Floor  
 Los Angeles, California 90013  
 Contact Name: \_\_\_\_\_  
 Telephone No: \_\_\_\_\_

**Summary**

Advance on Hand (Beg): \$ \_\_\_\_\_  
 Cash Received \$ \_\_\_\_\_  
 Monthly Cost Incurred: \$ \_\_\_\_\_  
 Amount on Hand (End): \$ \_\_\_\_\_

**I. Advance Payment Request:** \$ \_\_\_\_\_**II. LAHSA Administrative Costs:**

A. Salaries-Emergency Response Team Staff \$ \_\_\_\_\_  
 B. Salaries-Administrative Supervision \$ \_\_\_\_\_  
 C. Employee Benefits and Taxes \$ \_\_\_\_\_

**Total Administrative Costs** \$ \_\_\_\_\_**III. Operating Costs:** \$ \_\_\_\_\_**IV. Direct Program Costs:**

Projects	Total	
1. East Valley	\$ _____	
2. Glendale	\$ _____	
3. Pomona	\$ _____	
4. S. G. Valley	\$ _____	
5. Skid Row	\$ _____	
6. South Central	\$ _____	
<b>Total Direct Program Costs</b>		\$ _____ (1) thru (6)

**IV. Payment to LAHSA (I.+II.+III.+IV.):** \$ \_\_\_\_\_\_\_\_\_\_  
CONTRACTOR Signature\_\_\_\_\_  
Date Signed

FOR DPSS USE ONLY

\_\_\_\_\_  
COUNTY Contract Administrator Signature\_\_\_\_\_  
Approval Date\_\_\_\_\_  
Date to Fiscal OperationsMonthly Invoice is due on 25<sup>th</sup> day of each month for the previous month's actual service costs.

**ATTACHMENT D**  
**MONTHLY MANAGEMENT REPORT**

## HCFP Monthly Management Report - Service Month:

(sub-section 5.2)

Section	Project Sites:	East Valley	Norwalk	Pomona	San Gabriel Valley	Skid Row	South Central	Transportation Team	Total
<b>Service Delivery (Participant Roster):</b>									
1	# of homeless CalWORKS (CW) Families screened for HCFP								
2	# of unduplicated/new CW families who entered this month for emergency shelter								
<b>Complaints/Incidents (Complaint Log/Incident Report):</b>									
1	# of Complaints Reported								
2	# of Complaints Resolved								
3	# of Incidents Reported								
4	# of Incidents Resolved								
<b>Performance Outcome Measures:</b>									
5.2.1	# of Families placed into emergency shelter within 24 hours from the participant's initial request.								
5.2.2	# of Families placed into emergency shelter after 24 hours from the participant's initial request.								
5.2.3	# of Families referred for emergency shelter services that exhausted the 120-days of eligibility and continued to receive assistance for emergency shelter.								
5.2.4	# of Families moved from the ESS program and transferred into the HCFP program.								
5.2.5	# of Families who received emergency housing vouchers for motel/hotel services within the service month.								

**Note:** The MMR is due by the 25th calendar day after the service month; attach the Transportation Log & Participant Roster each month.  
Email: Sheri Ramirez-Garcia at SheriRamirezGarcia@dpss.lacounty.gov and Vilma Lopez at VilmaLopez@dpss.lacounty.gov

(Continue to page 2 for signature verification)



## HCFP Monthly Management Report - Service Month: \_\_\_\_\_

(sub-sections 5.2)

In reference to any 'comments,' site the associated reference number on page 1 or Section number on page 2, followed by implementing the necessary comment(s). If there are no comments for the current "HCFP MMR - Service Month," provide a signature verification.

Section	Project Sites:	East Valley	Norwalk	Pomona	San Gabriel Valley	Skid Row	South Central	Transportation Team	Total
5.2.6	# of <u>unduplicated/new</u> families who received emergency shelter within the service month.								
5.2.7	total # of <u>new/ongoing</u> families that received emergency shelter within the service month.								
5.2.8	# of families who received timely transportation services based on families needs and availability of transportation.								
5.2.9	# of families who received bus tokens.								
5.2.10	# of miles driven.								
5.2.11	# of families who received emergency supplies.								
5.2.12	# of families who were placed in <u>transitional</u> housing during the service month.								
5.2.13	# of families who were placed in <u>permanent</u> housing during the service month.								
5.2.14	# of families who exhaust the 120-days and were not placed in transitional and/or permanent housing.								

Comments:

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Signature verification: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT E**  
**PARTICIPANT ROSTER**

(HCFP 120-day Emergency Housing Status) - (Sub-sections 5.1.5 and 7.3)

Report Date:				
Project Site:			SD:	
LAHSA Staff:			LAHSA Supervisor:	

Emergency Housing (Paid by HCFP Program)											
Client Name	CalWORKs Case #	# of Families admitted in:		Emergency Housing			Time 120	Used	Remaining	Program Status (Active/ Pending/ Closed)	Comments
		Svc Month	Prior Month	Program or Motel Name	Start Date	End Date					

Emergency Housing (No cost to HCFP Program)											
Client Name	CalWORKs Case #	# of Families admitted in:		Emergency Housing			Time 120	Used	Remaining	Program Status (Active/ Pending/ Closed)	Comments
		Svc Month	Prior Month	Program or Motel Name	Start Date	End Date					
									</		

**Note:** The Participant Roster is due by the 25th calendar day after the service month; attach the MMR and Transportation Log each month.  
Email: Sheri Ramirez-Garcia at [SheriRamirezGarcia@dps.lacounty.gov](mailto:SheriRamirezGarcia@dps.lacounty.gov) or Vilma Lopez at [VilmaLopez@dps.lacounty.gov](mailto:VilmaLopez@dps.lacounty.gov)

**(Continue to page 2 and 3 for signature verification)**

**HCFP Participant Roster - Service Month:** \_\_\_\_\_  
(Direct Services) - (Sub-sections 5.1.5 and 7.3)

Report Date:	Project Site:	SD:	LAHSA Staff:	LAHSA Supervisor:						
#	Date	Client Name	Household Composition F - Family S - Single C - Couple	CalWORKs Case #	Emergency Housing		Emergency Housing Facility	Emergency Services		
					Start Date	End Date		Bus Tokens	Diapers	Food Vouchers
1										
2										
3										
4										
5										
6										
7										
8										
9										
10										
11										
12										
<b>Total Emergency Housing Vouchers:</b>							<b>Total Direct Services:</b>	0	0	0

Summary of Services for Number of Families issued:	
Emergency Housing Vouchers	0
Bus Tokens	0
Diapers	0
Food Vouchers	0

**Comments:** \_\_\_\_\_

**Completed by:** \_\_\_\_\_ **Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

*Note: The Participant Roster is due by the 25th calendar day after the service month; attach the MMR and Transportation Log each month.  
Email: Sheri Ramirez-Garcia at SheriRamirezGarcia@dpss.lacounty.gov or Vilma Lopez at VilmaLopez@dpss.lacounty.gov*

(Continue to page 3 for signature verification)

HCFP Participant Roster - Service Month: \_\_\_\_\_

(Sub-sections 5.1.5 and 7.3)

Report Date:	Project Site:	SD:	LAHSA Staff:	LAHSA Supervisor:
#	Name of CalWORKs Family	Date Screened for HCFP	Accepted into HCFP? Yes / No	Comments
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				

Comments: \_\_\_\_\_

Completed by: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Note: The Participant Roster is due by the 25th calendar day after the service month; attach the MMR and Transportation Log each month.  
Email: Sheri Ramirez-Garcia at SheriRamirezGarcia@dpss.lacounty.gov or Vilma Lopez at VilmaLopez@dpss.lacounty.gov

**ATTACHMENT F**  
**BIDDER'S/OFFEROR'S NON-DISCRIMINATION**  
**IN SERVICES CERTIFICATION**

**BIDDER'S/OFFEROR'S NONDISCRIMINATION IN SERVICE CERTIFICATION**

Los Angeles Homeless Services Authority (LAHSA)

Contractor's Name

453 S. Spring Street, 12<sup>th</sup> Floor, Los Angeles, CA 90013

Address

95-4498834

Internal Revenue Service Employer Identification Number

**GENERAL**

In accordance with Subchapter VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, the Food Stamp Act of 1977, and the American with Disabilities Act of 1990, the Contractor, supplier, or proposer certifies and agrees that all persons serviced by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, color, gender, religion, ancestry, national origin, age, condition of disability, marital status, political affiliation or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

**PROPOSER'S CERTIFICATION**

- |    |   |              |
|----|---|--------------|
|    |   | (Circle one) |
| 1. | The Proposer has a written policy statement prohibiting discrimination in providing services and benefits.  | Yes    No    |
| 2. | The Proposer periodically monitors the equal provision of services to ensure nondiscrimination.   | Yes    No    |
| 3. | Where problem areas are identified in equal provisions of services and benefits, the Proposer has a system for taking reasonable corrective action within a specified length of time. | Yes    No    |

---

 Authorized Official's Printed Name and Title

---

 Authorized Official's Signature

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 Date

**ATTACHMENT G**

**CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S**

**DEFAULTED PROPERTY TAX REDUCTION PROGRAM**



**CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S  
DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Solicitation/Contract for _____ Services:		

The Proposer/Bidder/Contractor certifies that:

- ☐ It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

**- OR -**

- ☐ I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

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*I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.*

Print Name:	Title:
Signature:	Date:

Date: \_\_\_\_\_

Title 2 ADMINISTRATION  
Chapter 2.206  
**DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

- 2.206.010 Findings and declarations.
- 2.206.020 Definitions.
- 2.206.030 Applicability.
- 2.206.040 Required solicitation and contract language.
- 2.206.050 Administration and compliance certification.
- 2.206.060 Exclusions/Exemptions.
- 2.206.070 Enforcement and remedies.
- 2.206.080 Severability.

**2.206.010 Findings and declarations.**

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.020 Definitions.**

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.
- B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.
- F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
- G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

### **2.206.030 Applicability.**

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

### **2.206.040 Required solicitation and contract language.**

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

### **2.206.050 Administration and compliance certification.**

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

### **2.206.060 Exclusions/Exemptions.**

- A. This chapter shall not apply to the following contracts:
  - 1. Chief Executive Office delegated authority agreements under \$50,000;
  - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
  - 3. A purchase made through a state or federal contract;
  - 4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;

5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement;
  6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process;
  7. Program agreements that utilize Board of Supervisors' discretionary funds;
  8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
  9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
  10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
  11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
  12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
  13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
  14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
- B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

#### **2.206.070 Enforcement and remedies.**

- A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.
- B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.
- C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:
  1. Recommend to the Board of Supervisors the termination of the contract; and/or,
  2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,
  3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

#### **2.206.080 Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)

**ATTACHMENT H**  
**CERTIFICATION OF NO CONFLICT OF INTEREST**

**CERTIFICATION OF NO CONFLICT OF INTEREST**

The Los Angeles County Code, Section 2.180.010, provides as follows:

**CONTRACTS PROHIBITED**

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any proposals submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in Number 1 serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of Number 1, and who:
  - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
  - b. Participated in any way in developing the contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees, described in Number 3, serve as officers, principals, partners, or major shareholders.

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the department submitting, district or agency that the provisions of this section have not been violated.

\_\_\_\_\_  
Authorized Official's Printed Name

\_\_\_\_\_  
Authorized Official Title

\_\_\_\_\_  
Authorized Official's Signature

**ATTACHMENT I**  
**CHARITABLE CONTRIBUTIONS CERTIFICATION**

**CHARITABLE CONTRIBUTIONS CERTIFICATION**

Los Angeles Homeless Services Authority (LAHSA)

Contractor's Name

453 S. Spring Street, 12<sup>th</sup> Floor, Los Angeles, CA 90013

Address

95-4498834

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

**Check the Certification below that is applicable to your company.**

- ☐ Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

**OR**

- ☐ Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

Authorized Official's Signature

Date

Authorized Official's Name and Title



**ATTACHMENT J**

**CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND  
CONFIDENTIALITY AGREEMENT**

**CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**CONTRACTOR NAME: **Los Angeles Homeless Services Authority (LAHSA)** Contract No. \_\_\_\_\_**GENERAL INFORMATION:**

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

**CONTRACTOR ACKNOWLEDGEMENT:**

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

**CONFIDENTIALITY AGREEMENT:**

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

Authorized Official Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Authorized Official Name: \_\_\_\_\_

Authorized Official Title: \_\_\_\_\_

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**CONTRACTOR NAME: **Los Angeles Homeless Services Authority (LAHSA)**

Contract No. \_\_\_\_\_

Employee Name \_\_\_\_\_

**GENERAL INFORMATION:**

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

**EMPLOYEE ACKNOWLEDGEMENT:**

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

**CONFIDENTIALITY AGREEMENT:**

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

Authorized Official Signature: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Authorized Official Name: \_\_\_\_\_

Authorized Official Title: \_\_\_\_\_

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

**ATTACHMENT K**

**CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM  
CERTIFICATION FORM AND APPLICATION FOR EXCEPTION**

**AND**

**CONTRACTOR EMPLOYEE JURY SERVICE ORDINANCE**

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM**  
**CERTIFICATION FORM AND APPLICATION FOR EXCEPTION**

The County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All proposers, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the proposer is accepted from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
Solicitation For _____ Services:		

***If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.***

**Part I: Jury Service Program is Not Applicable to My Business**

- ☐ My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.  

**"Dominant in its field of operation"** means having more than ten employees and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

**"Affiliate or subsidiary of a business dominant in its field of operation"** means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.
- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

**OR**

**Part II: Certification of Compliance**

- ☐ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents **or** my company will have and adhere to such a policy prior to award of the contract.

*I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.*

<u>Print Name:</u>	<u>Title:</u>
<u>Signature:</u>	<u>Date:</u>

**Title 2 ADMINISTRATION**  
**Chapter 2.203.010 through 2.203.090**  
**CONTRACTOR EMPLOYEE JURY SERVICE**

**2.203.010 Findings.**

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002).

**2.203.020 Definitions.**

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
  - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
  - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
  - 3. A purchase made through a state or federal contract; or
  - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
  - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
  - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or

7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
  8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
  2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002).

**2.203.030 Applicability.**

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002).

**2.203.040 Contractor Jury Service Policy.**

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002).

**2.203.050 Other Provisions.**

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.060 Enforcement and Remedies.**

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.070. Exceptions.**

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
  1. Has ten or fewer employees during the contract period; and,
  2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
  3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.090. Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)



**ATTACHMENT L**  
**CONTRACTOR'S EEO CERTIFICATION**

**CONTRACTOR'S EEO CERTIFICATION**

Los Angeles Homeless Services Authority (LAHSA)

Contractor's Name

453 S. Spring Street, 12<sup>th</sup> Floor, Los Angeles, CA 90013

Address

95-4498834

Internal Revenue Service Employer Identification Number

**GENERAL CERTIFICATION**

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

**CONTRACTOR'S SPECIFIC CERTIFICATIONS**

- |    |   |                              |                             |
|----|---|------------------------------|-----------------------------|
| 1. | The Contractor has a written policy statement prohibiting discrimination in all phases of employment.   | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. | The Contractor periodically conducts a self analysis or utilization analysis of its work force.   | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. | The Contractor has a system for determining if its employment practices are discriminatory against protected groups.  | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4. | Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

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 Authorized Official's Printed Name and Title

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 Authorized Official's Signature

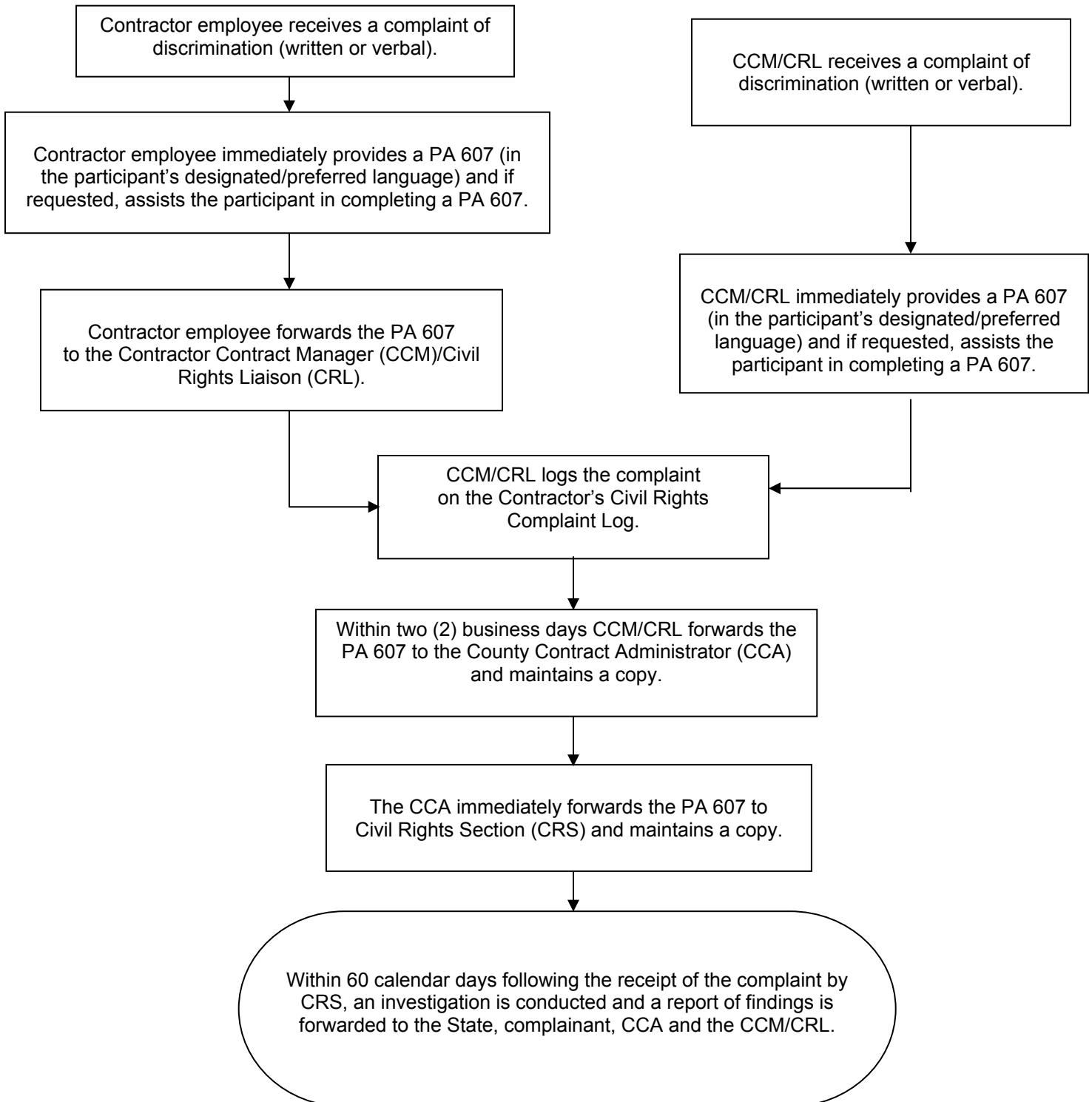
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 Date

**ATTACHMENT M**

**CONTRACTOR PROCESS  
CIVIL RIGHTS COMPLAINT FLOW CHART**

**CONTRACTOR PROCESS  
CIVIL RIGHTS COMPLAINT FLOWCHART**



**ATTACHMENT N**

**CIVIL RIGHTS RESOLUTION AGREEMENT REQUIREMENTS**

**CONTRACTOR/VENDOR ASSURANCE OF COMPLIANCE OF CIVIL RIGHTS  
RESOLUTION AGREEMENT WITH THE LOS ANGELES COUNTY DEPARTMENT OF  
PUBLIC SOCIAL SERVICES**

We, Company, agree to comply with the Civil Rights Resolution Agreement the County of Los Angeles, Department of Public Social Services (DPSS), has entered into with the Office for Civil Rights, Department of Health and Human Services Region IX. We, Company, also agree to comply with the following Civil Rights provisions: Title VI and Title VII of the Federal Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended; Age Discrimination Act of 1975; Food Stamp Act of 1977; American with Disabilities Act of 1990; Government Code Section 11135; California Code of Regulations, Title 22, Section 98000-98413; California Department of Social Services Manual of Policies and Procedures, Division 21; and other applicable Federal and State laws, rules, and regulations to ensure that employment practices and the delivery of social service programs are non discriminatory.

As a Contractor with DPSS, Company, agrees to comply with the provisions set forth in the Resolution Agreement aforementioned. Further, Company, agrees to comply with the requirements of the Resolution Agreement and Company understands that it is necessary to ensure their respective public contact staff receive the DPSS provided Civil Rights training, ensure participants receive notices in their primary language, provide interpreters as needed, and comply with all other requirements of the Resolution Agreement.

By signing this form we, Company, agree to the aforementioned.

\_\_\_\_\_  
Authorized Official's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Official's Name

\_\_\_\_\_  
Contractor's Address

**ATTACHMENT O**  
**CIVIL RIGHTS TRAINING REPORT**

**CIVIL RIGHTS TRAINING REPORT**

**Contractor:** \_\_\_\_\_

**Address:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Contract Manager:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**Number of staff who attended Civil Rights Training:** \_\_\_\_\_

**Date of Civil Rights Training:** \_\_\_\_\_

**Miscellaneous Information:** \_\_\_\_\_

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**ATTACHMENT P**  
**COMPLAINT OF DISCRIMINATORY TREATMENT FORM**

County of Los Angeles

Department of Public Social Services

**COMPLAINT OF DISCRIMINATORY TREATMENT**

TO DEPARTMENT OF PUBLIC SOCIAL SERVICES  
 CIVIL RIGHTS AND LANGUAGE SERVICES SECTION  
 12860 CROSSROADS PARKWAY SOUTH  
 CITY OF INDUSTRY, CALIFORNIA 91745

I, \_\_\_\_\_, hereby file this complaint of discriminatory treatment and request that  
 (Please print your name) an investigation be conducted.

I believe I was discriminated against because of my:

<input type="checkbox"/> RACE	<input type="checkbox"/> RELIGION	<input type="checkbox"/> COLOR
<input type="checkbox"/> NATIONAL ORIGIN	<input type="checkbox"/> SEX	<input type="checkbox"/> AGE
<input type="checkbox"/> POLITICAL AFFILIATION	<input type="checkbox"/> MARTIAL STATUS	<input type="checkbox"/> DISABILITY

DATE OF OCCURRENCE: \_\_\_\_\_

NAME(S) AND TITLE(S) OF THE PERSON(S) WHO I BELIEVE DISCRIMINATED AGAINST ME:

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THE ACTION DECISION OR CONDITION WHICH CAUSED ME TO FILE THIS COMPLAINT IS AS FOLLOWS:

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I WISH TO HAVE THE FOLLOWING CORRECTIVE ACTION TAKEN:

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\_\_\_\_\_  
 (SIGNATURE) (DATE) ADDRESS: \_\_\_\_\_  
 TELEPHONE: \_\_\_\_\_

**ATTACHMENT Q**  
**CONTRACTOR'S ADMINISTRATION**

**CONTRACTORS ADMINISTRATION**

**CONTRACTOR'S NAME:** Los Angeles Homeless Services Authority (LAHSA)

**CONTRACT NO:** \_\_\_\_\_

**CONTRACTOR'S CONTRACT MANAGER:**

Name: Daniel Fisher  
Title: Programs Unit Manager  
Address: 453 S. Spring Street, 12<sup>th</sup> Street  
Los Angeles, CA 90013  
Telephone: (213) 683-3324  
Facsimile: (213) 892-0093  
E-Mail Address: [dfisher@lahsa.org](mailto:dfisher@lahsa.org)

**CONTRACTOR'S PROJECT DIRECTOR:**

Name: Jeanette Rowe  
Title: Director of Homeless Services  
Address: 453 S. Spring Street, 12<sup>th</sup> Street  
Los Angeles, CA 90013  
Telephone: (213) 683-3330  
Facsimile: (213) 892-0093  
E-Mail Address: [jrowe@lahsa.org](mailto:jrowe@lahsa.org)

**CONTRACTOR'S AUTHORIZED OFFICIAL:**

Name: Steve Andryszewski  
Title: Chief Financial Officer  
Address: 453 S. Spring Street, 12<sup>th</sup> Street  
Los Angeles, CA 90013  
Telephone: (213) 683-3340  
Facsimile: (213) 892-0093  
E-Mail Address: [sandryszewski@lahsa.org](mailto:sandryszewski@lahsa.org)

**NOTICES TO CONTRACTOR SHALL BE SENT TO THE FOLLOWING:**

Name: Michael Arnold  
Title: Executive Director  
Address: 453 S. Spring Street, 12<sup>th</sup> Street  
Los Angeles, CA 90013  
Telephone: (213) 683-3333  
Facsimile: (213) 892-0093  
E-Mail Address: [marnold@lahsa.org](mailto:marnold@lahsa.org)

**ATTACHMENT R**  
**COUNTY'S ADMINISTRATION**

**COUNTY'S ADMINISTRATION**

**CONTRACT NO.** \_\_\_\_\_

**COUNTY PROJECT DIRECTOR:**

Name: Carol Walker  
Title: Director, Contract Management Section IV  
Address: Department of Public Social Services  
12900 Crossroads Parkway South  
City of Industry, California 91746-3411  
  
Telephone: (562) 908-3530  
Facsimile: (562) 908-0590  
E-Mail Address: carolwalker@dpss.lacounty.gov

**COUNTY PROJECT MANAGER:**

Name: Regina Adkins-Williams  
Title: Human Services Administrator II  
Address: Department of Public Social Services  
12900 Crossroads Parkway South  
City of Industry, California 91746-3411  
  
Telephone: (562) 908-3049  
Facsimile: (562) 908-0590  
E-Mail Address: reginaadkinswilliams@dpss.lacounty.gov

**COUNTY CONTRACT ADMINISTRATOR:**

Name: Sheri Ramirez-Garcia  
Title: County Contract Administrator  
Address: Department of Public Social Services  
12900 Crossroads Parkway South  
City of Industry, California 91746-3411  
  
Telephone: (562) 908-3523  
Facsimile: (562) 908-0590  
E-Mail Address: sheriramirezgarcia@dpss.lacounty.gov

**ATTACHMENT S**  
**GROUND S FOR REJECTION**

## GROUNDS FOR REJECTION

*Los Angeles COUNTY Code* Chapter 2.180.010, "Certain Contracts Prohibited" sets forth, among other things, the following:

Notwithstanding any other section of this *Code*, the COUNTY shall not Contract with, and shall reject any bid or proposal submitted by the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such Contract:

- (a) Employees of the COUNTY or of public agencies for which the Board of Supervisors is the governing body;
- (b) Profit making firms or businesses in which employees described in subsection (a) serve as officers, principals, partners or major shareholders;
- (c) Persons who, within the immediately preceding twelve (12) months, came within the provisions of subsection (a), and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the CONTRACTOR, or (2) participated in any way in developing the Contract or its service specification; and
- (d) Profit making firms or businesses in which the former employees described in subsection (c) serve as officers, principals, partners or major shareholders.

CONTRACTOR hereby certifies that personnel who developed and/or participated in the preparation of the Contract do not fall within scope of *Code Section 2.180.010* as outlined above.

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Authorized Official's Name and Title

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Authorized Official's Signature

---

Date



**ATTACHMENT T**

**INTERNAL REVENUE NOTICE 1015**

**Website access:**

**<http://www.irs.gov/pub/irs-pdf/n1015.pdf>**

**IRS NOTICE 1015**

(Obtain latest version from IRS website)

<http://www.irs.gov/pub/irs-pdf/n1015.pdf>

Department of the  
Treasury  
**Internal Revenue Service**

**Notice 1015**

(Rev. December 2007)

**Have You Told Your Employees About the Earned Income Credit (EIC)?****What Is the EIC?**

The EIC is a refundable tax credit for certain workers.

**Which Employees Must I Notify About the EIC?**

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

**Note.** You are encouraged to notify each employee whose wages for 2007 are less than \$39,783 that he or she may be eligible for the EIC.

**How and When Must I Notify My Employees?**

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2008.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from the IRS website at [www.irs.gov](http://www.irs.gov) or by calling 1-800-829-3676.

**How Will My Employees Know If They Can Claim the EIC?**

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2007 instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit (EIC).

**How Do My Employees Claim the EIC?**

Eligible employees claim the EIC on their 2007 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2007 and owes no tax but is eligible for a credit of \$825, he or she must file a 2007 tax return to get the \$825 refund.

**How Do My Employees Get Advance EIC Payments?**

Eligible employees who expect to have a qualifying child for 2008 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15 (Circular E), Employer's Tax Guide.

Notice 1015 (Rev. 12-2007)  
Cat. No. 205991

**ATTACHMENT U**  
**SAFELY SURRENDERED BABY LAW**

# *Safely* Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

[www.babysafela.org](http://www.babysafela.org)



In Los Angeles County: 1 877 BABY SAFE 1 877 222 9723

[www.babysafela.org](http://www.babysafela.org)

# Safely Surrendered Baby Law

## What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

## How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

## What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

## Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

## Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

## Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

## What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

## What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

## Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

## A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.





# *Ley de* Entrega de Bebés *Sin Peligro*



*Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles*

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

[www.babysafela.org](http://www.babysafela.org)



En el Condado de Los Angeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

# Ley de Entrega de Bebés Sin Peligro

## ¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

*Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.*

## ¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

## ¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles al 1-800-540-4000.

## ¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

## ¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

## ¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

## ¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

## ¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

## ¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

## Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



**ATTACHMENT V**

**CONTRACTOR'S OBLIGATIONS as a "BUSINESS ASSOCIATE"  
UNDER HEALTH INSURANCE PORTABILITY and  
ACCOUNTABILITY ACT OF 1996 (HIPAA)  
and the  
HEALTH INFORMATION TECHNOLOGY for ECONOMIC and  
CLINICAL HEALTH ACT (HITECH) (BUSINESS ASSOCIATE AGREEMENT)**



## AGREEMENT

### **CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF AND THE HEALTH CARE INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT (BUSINESS ASSOCIATE AGREEMENT)**

Under this Agreement, Contractor ("Business Associate") provides services ("Services") to County ("Covered Entity") and Business Associate receives, has access to or creates Protected Health Information in order to provide those Services.

Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information ("Privacy Regulations") and the Health Insurance Reform: Security Standards ("the Security Regulations") at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (together, the "Privacy and Security Regulations"). The Privacy and Security Regulations require Covered Entity to enter into a contract with Business Associate ("Business Associate Agreement") in order to mandate certain protections for the privacy and security of Protected Health Information, and those Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a contract is not in place.

Further, pursuant to the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005, title XIII and title IV of Division B, ("HITECH Act"), effective February 17, 2010, certain provisions of the HIPAA Privacy and Security Regulations apply to Business Associates in the same manner as they apply to Covered Entity and such provisions must be incorporated into the Business Associate Agreement.

This Business Associate Agreement and the following provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Business Associate in compliance with HIPAA's Privacy and Security Regulations and the HITECH Act, as they now exist or may hereafter be amended.

Therefore, the parties agree as follows:

#### **1.0 DEFINITIONS**

- 1.1 "Breach" has the same meaning as the term "breach" in 45 C.F.R. § 164.402.
- 1.2 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its employees.
- 1.3 "Electronic Health Record" has the same meaning as the term "electronic health record" in the HITECH Act, 42 U.S.C. section 17921. Electronic Health Record means an electronic record of health-related information on an individual that is

created, gathered, managed, and consulted by authorized health care clinicians and staff.

- 1.4 "Electronic Media" has the same meaning as the term "electronic media" in 45 C.F.R. § 160.103. Electronic Media means (1) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission. The term "Electronic Media" draws no distinction between internal and external data, at rest (that is, in storage) as well as during transmission.
- 1.5 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103. Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.
- 1.6 "Individual" means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- 1.7 "Minimum Necessary" refers to the minimum necessary standard in 45 C.F.R. § 162.502 (b) as in effect or as amended.
- 1.8 "Privacy Rule" means the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164, also referred to as the Privacy Regulations.
- 1.9 "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Health Information.

- 1.10 "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.
- 1.11 "Security Incident" means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of information in, or interference with system operations of, an Information System which contains Electronic Protected Health Information. However, Security Incident does not include attempts to access an Information System when those attempts are not reasonably considered by Business Associate to constitute an actual threat to the Information System.
- 1.12 "Security Rule" means the Security Standards for the Protection of Electronic Health Information also referred to as the Security Regulations at 45 Code of Federal Regulations (C.F.R.) Part 160 and 164.
- 1.13 "Services" has the same meaning as in the body of this Agreement.
- 1.14 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" in 45 C.F.R. § 164.402.
- 1.15 "Use" or "Uses" mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations.
- 1.16 Terms used, but not otherwise defined in this Business Associate Agreement shall have the same meaning as those terms in the HIPAA Regulations and HITECH Act.

## **2.0 OBLIGATIONS OF BUSINESS ASSOCIATE**

- 2.1 Permitted Uses and Disclosures of Protected Health Information. Business Associate:
  - (a) shall Use and Disclose Protected Health Information only as necessary to perform the Services, and as provided in Sections 2.4, 2.5, 2.6, 2.7, 2.8, 2.9, 2.10, 4.3 and 5.2 of this Agreement;
  - (b) shall Disclose Protected Health Information to Covered Entity upon request;

- (c) may, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:
  - (i) Use Protected Health Information; and
  - (ii) Disclose Protected Health Information if the Disclosure is Required by Law.

Business Associate shall not Use or Disclose Protected Health Information for any other purpose or in any manner that would constitute a violation of the Privacy Regulations or the HITECH Act if so Used or Disclosed by Covered Entity.

2.2 Prohibited Uses and Disclosures of Protected Health Information. Business Associate:

- (a) shall not Use or Disclose Protected Health Information for fundraising or marketing purposes.
- (b) shall not disclose Protected Health Information to a health plan for payment or health care operations purposes if the Individual has requested this special restriction and has paid out of pocket in full for the health care item or service to which the Protected Health Information solely relates.
- (c) shall not directly or indirectly receive payment in exchange for Protected Health Information, except with the prior written consent of Covered Entity and as permitted by the HITECH Act. This prohibition shall not affect payment by Covered Entity to Business Associate. Covered Entity shall not provide such written consent except upon express approval of the departmental privacy officer and only to the extent permitted by law, including HIPAA and the HITECH Act.

2.3 Adequate Safeguards for Protected Health Information. Business Associate:

- (a) shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Business Associate Agreement. Business Associate agrees to limit the Use and Disclosure of Protected Health Information to the Minimum Necessary in accordance with the Privacy Regulation's minimum necessary standard as in effect or as amended.
- (b) as to Electronic Protected Health Information, shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information; effective February 17, 2010, said safeguards shall be in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312, and shall comply with the Security Rule's policies and procedure and documentation requirements.

2.4 Reporting Non-Permitted Use or Disclosure and Security Incidents and Breaches of Unsecured Protected Health Information. Business Associate

- (a) shall report to Covered Entity each Use or Disclosure of Protected Health Information that is made by Business Associate, its employees, representatives, Agents, subcontractors, or other parties under Business Associate's control with access to Protected Health Information but which is not specifically permitted by this Business Associate Agreement or otherwise required by law.
- (b) shall report to Covered Entity each Security Incident of which Business Associate becomes aware.
- (c) shall notify Covered Entity of each Breach by Business Associate, its employees, representatives, agents or subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of the Business Associate as determined in accordance with the federal common law of agency.

2.4.1 Immediate Telephonic Report. Except as provided in Section 2.4.3, notification shall be made immediately upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information by telephone call to [To Be Determined], telephone number 1-800-XXX-XXXX.

2.4.2 Written Report. Except as provided in Section 2.4.3, the initial telephonic notification shall be followed by written notification made without unreasonable delay and in no event later than three (3) business days from the date of discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach by the Business Associate to the Chief Privacy Officer at:

Chief Privacy Officer  
Kenneth Hahn Hall of Administration  
500 West Temple Street, Suite 525  
Los Angeles, California 90012  
HIPAA@auditor.lacounty.gov  
(213) 974-2166

- (a) The notification required by section 2.4 shall include, to the extent possible, the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by

the Business Associate to have been, accessed, acquired, Used, or Disclosed; and

- (b) The notification required by section 2.4 shall include, to the extent possible, all information required to provide notification to the Individual under 45 C.F.R. 164.404(c), including:
  - (i) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
  - (ii) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
  - (iii) Any other details necessary to conduct an assessment of whether there is a risk of harm to the Individual;
  - (iv) Any steps Business Associate believes that the Individual could take to protect him or herself from potential harm resulting from the breach;
  - (v) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to the Individual, and to protect against any further Breaches; and
  - (vi) The name and contact information for the person most knowledgeable regarding the facts and circumstances of the Breach.

If Business Associate is not able to provide the information specified in section 2.3.2 (a) or (b) at the time of the notification required by section 2.4.2, Business Associate shall provide such information promptly thereafter as such information becomes available.

- 2.4.3 Request for Delay by Law Enforcement. Business Associate may delay the notification required by section 2.4 if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security. If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay notification, notice, or posting for the time period specified by the official; if the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay notification, notice, or posting temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in paragraph (a) of this section is submitted during that time.

- 2.5 Mitigation of Harmful Effect. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate Agreement.
- 2.6 Breach Notification. Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information, provide Breach notification for each and every Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or subcontractors, in a manner that permits Covered Entity to comply with its obligations under Subpart D, Notification in the Case of Breach of Unsecured PHI, of the Privacy and Security Regulations, including:
- (a) Notifying each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of such Breach;
  - (b) The notification required by paragraph (a) of this Section 2.6 shall include, to the extent possible:
    - (i) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
    - (ii) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
    - (iii) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;
    - (iv) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further Breaches; and
    - (v) Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.
    - (vi) The notification required by paragraph (a) of this section shall be written in plain language

Covered Entity, in its sole discretion, may elect to provide the notification required by this Section 2.6, and Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, including costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information.



- 2.7 Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.
- 2.8 Access to Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five (5) business days after receipt of request from Covered Entity. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act.
- 2.9 Amendment of Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by Covered Entity. Business Associate shall make such amendment within ten (10) business days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.
- 2.10 Accounting of Disclosures. Upon Covered Entity's request, Business Associate shall provide to Covered Entity an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or subcontractors, in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528 and/or the HITECH Act which requires an Accounting of Disclosures of Protected Health Information maintained in an Electronic Health Record for treatment, payment, and health care operations.

*[Optional, to be used when all Uses and Disclosures permitted in order to perform the Services will be for the Covered Entity's payment or health care operations activities: However, Business Associate is not required to provide an Accounting of Disclosures that are necessary to perform the Services because such Disclosures are for either payment or health care operations purposes, or both.]*



Any accounting provided by Business Associate under this Section 2.10 shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Section 2.10, Business Associate shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Section 2.10 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act.

- 2.11 Indemnification. Business Associate shall indemnify, defend, and hold harmless Covered Entity, including its elected and appointed officers, employees, and agents, from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, penalties and fines (including regulatory penalties and/or fines), and expenses (including attorney and expert witness fees), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement; Business Associate's obligations under this provision extend to compliance and/or enforcement actions and/or activities, whether formal or informal, of Secretary of the federal Department of Health and Human Services and/or Office for Civil Rights.

### **3.0 OBLIGATION OF COVERED ENTITY**

- 3.1 Obligation of Covered Entity. Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the use of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own uses and disclosures accordingly.

### **4.0 TERM AND TERMINATION**

- 4.1 Term. The term of this Business Associate Agreement shall be the same as the term of this Agreement. Business Associate's obligations under Sections 2.1 (as modified by Section 4.2), 2.4, 2.5, 2.6, 2.7, 2.8, 2.9, 2.10, 4.3 and 5.2 shall survive the termination or expiration of this Agreement.
- 4.2 Termination for Cause. In addition to and notwithstanding the termination provisions set forth in this Agreement, upon either party's knowledge of a material breach by the other party, the party with knowledge of the other party's breach shall:

- (a) Provide an opportunity for the breaching party to cure the breach or end the violation and terminate this Agreement if the breaching party does not cure the breach or end the violation within the time specified by the non-breaching party;
- (b) Immediately terminate this Agreement if a party has breached a material term of this Agreement and cure is not possible; or
- (c) If neither termination nor cure is feasible, report the violation to the Secretary of the federal Department of Health and Human Services.

4.3 Disposition of Protected Health Information Upon Termination or Expiration.

- (a) Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
- (b) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

**5.0 MISCELLANEOUS**

- 5.1 No Third Party Beneficiaries. Nothing in this Business Associate Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 5.2 Use of Subcontractors and Agents. Business Associate shall require each of its agents and subcontractors that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Business Associate Agreement.
- 5.3 Relationship to Services Agreement Provisions. In the event that a provision of this Business Associate Agreement is contrary to another provision of this Agreement, the provision of this Business Associate Agreement shall control.

Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of this Agreement.

- 5.4 Regulatory References. A reference in this Business Associate Agreement to a section in the Privacy or Security Regulations means the section as in effect or as amended.
- 5.5 Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Regulations.
- 5.6 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Regulations and other privacy laws governing Protected Health Information.

## SOLE SOURCE CHECKLIST

Check (√)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS <i>Identify applicable justification and provide documentation for each checked item.</i>
X	▶ Only one bona fide source for the service exists; performance and price competition are not available.
	▶ Quick action is required (emergency situation).
	▶ Proposals have been solicited but no satisfactory proposals were received.
	▶ Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.
	▶ Maintenance service agreements exist on equipment which must be serviced by the authorized manufacturer's service representatives.
	▶ It is most cost-effective to obtain services by exercising an Option under an existing contract.
	▶ It is in the best interest of the County, e.g., administrative cost savings, excessive learning curve for a new service provider, etc.
	▶ Other reason. Please explain:
<div style="display: flex; justify-content: space-between;"> <div data-bbox="212 1150 748 1329"> <u>Kathy House</u>  Deputy Chief Executive Officer, CEO </div> <div data-bbox="748 1150 1484 1329"> <u>6/2/10</u>  Date </div> </div>	

Each County department head is also required to report to the Chief Executive Officer by June 30 of each year those sole source contracts under \$250,000 executed by/for their department for the fiscal year ending on June 30. The Chief Executive Officer will compile the list and submit it to the Board of Supervisors.

DEPARTMENT OF PUBLIC SOCIAL SERVICES